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प्राधिकार से प्रकाशित
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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(व्यय विभाग)

नई दिल्ली, 15 सितम्बर, 2021

का.आ. 525.—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, केन्द्र सरकार एतद्वारा भारतीय लेखा परीक्षा और लेखा विभाग में भारत सरकार के निम्नलिखित कार्यालय जिसमें अस्सी प्रतिशत कर्मचारीवृंद ने हिन्दी कार्यसाधक का ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है, अर्थात्:—

महानिदेशक अंतर्राष्ट्रीय पर्यावरण लेखा परीक्षा और सतत विकास केन्द्र, जयपुर का कार्यालय।

[ई. फा. सं. ए-12034/02/2021-ई.जी.]

ऐनी जार्ज मैथ्यू, अपर सचिव

MINISTRY OF FINANCE
(DEPARTMENT OF EXPENDITURE)

New Delhi, the 15th September, 2021

S.O. 525.—In pursuance of sub – rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office of the Government of India in the Indian Audit and Accounts Department, in which eighty per cent. of the staff have acquired the working knowledge of Hindi, namely —

Office of the Director General International Centre for Environment Audit and Sustainable Development, Jaipur.

[E. F. No. A-12034/02/2021-EG]

ANNIE GEORGE MATHEW, Addl. Secy.

वित्तीय सेवाएं विभाग

नई दिल्ली, 26 अप्रैल, 2022

का.आ. 526.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, यह घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खंड (i) के उपबंध पंजाब नैशनल बैंक पर लागू नहीं होंगे, जहां तक इसका संबंध पंजाब नैशनल बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी, श्री अतुल कुमार गोयल को पीएनबी हाउसिंग फाइनेंस लिमिटेड और पीएनबी मेटलाइफ इंडिया इश्योरेंस कंपनी लिमिटेड के बोर्ड में दिनांक 31.12.2024 तक अथवा अगले आदेशों तक, जो भी पहले हो, निदेशक के पद पर नामित करने से है।

[ई. फा. सं. 13/24/2016-बीओ-1]

संजय कुमार मिश्र, अवर सचिव

DEPARTMENT OF FINANCIAL SERVICES

New Delhi, the 26th April, 2022

S.O. 526.—In exercise of the powers conferred by Section 53(1) of the Banking Regulation Act, 1949 (10 of 1949), Government of India on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-clause (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to Punjab National Bank in so far as it relates to the nomination of Shri Atul Kumar Goel, Managing Director and Chief Executive Officer, Punjab National Bank to the Boards of PNB Housing Finance Limited and PNB MetLife India Insurance Company Limited as a Director, for a period up to 31.12.2024, or until further orders, whichever is earlier.

[E. F. No. 13/24/2016-BO.1]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 27 मई, 2022

का.आ. 527.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, यह घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खंड (i) के उपबंध पंजाब नैशनल बैंक पर लागू नहीं होंगे, जहां तक इसका संबंध पंजाब नैशनल बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी, श्री अतुल कुमार गोयल को नेशनल क्रेडिट गारंटी ट्रस्टी कंपनी लिमिटेड के निदेशक मंडल में दिनांक 31.12.2024 तक की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, नामित करने से है।

[ई. फा. सं. 13/24/2016-बीओ-1]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 27th May, 2022

S.O. 527.—In exercise of the powers conferred by Section 53(1) of the Banking Regulation Act, 1949 (10 of 1949), Government of India on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-clause (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to Punjab National Bank in so far as it relates to the nomination of Shri Atul Kumar Goel, Managing Director and Chief Executive Officer, Punjab National Bank to the Board of Directors of National Credit Guarantee Trustee Company Limited, for a period up to 31.12.2024 or until further orders, whichever is earlier.

[E. F. No. 13/24/2016-BO.I]

SANJAY KUMAR MISHRA, Under Secy.

**विदेश मंत्रालय
(सी.पी.वी. प्रभाग)**

नई दिल्ली, 3 जून, 2022

का.आ. 528.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के दूतावास, सीओल में शरद चंद्र त्रिपाठी और प्रशांत कुमार यादव, सहायक अनुभाग अधिकारियों को दिनांक 03 जून, 2022 से सहायक कौंसुलर अधिकारियों के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी. 4330/01/2022(22)]

एस.आर.एच. फहमी, उप सचिव (कांसुलर)

**MINISTRY OF EXTERNAL AFFAIRS
(CPV Division)**

New Delhi, the 3rd June, 2022

S.O. 528.— Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Sharad Chandra Tripathi and Shri Prashant Kumar Yadav, both Assistant Section Officers as Assistant Consular Officers in the Embassy of India, Seoul to perform the Consular services with effect from 03 June, 2022.

[F. No. T.4330/01/2022(22)]

S.R.H FAHMI, Dy. Secy. (Cansular)

**शिक्षा मंत्रालय
(उच्चतर शिक्षा मंत्रालय)**

नई दिल्ली, 7 जून, 2022

का.आ. 529.—केंद्र सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए डॉ. बिपिन कुमार तिवारी, सह-प्रोफेसर, राजनीति विज्ञान विभाग, दिल्ली विश्वविद्यालय को उक्त अधिनियम के प्रयोजनार्थ, संपदा अधिकारी नियुक्त करती है, जो दिल्ली विश्वविद्यालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक परिसरों के संबंध में दिल्ली अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर उक्त अधिनियम के तहत संपदा अधिकारी को प्रदत्त की गयी शक्तियों का प्रयोग करेंगे और दिए गए कार्यों का निष्पादन करेंगे।

[फा. सं. 4-11/2021-सीयू.II]

मृत्युंजय बेहेरा, आर्थिक सलाहकार (सीयू&ए)

MINISTRY OF EDUCATION
(DEPARTMENT OF HIGHER EDUCATION)

New Delhi, the 7th June, 2022

S.O. 529.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints Dr. Bipin Kumar Tiwari, Associate Professor, Department of Political Science, University of Delhi, as Estate Officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed on the Estate Officer under the said Act within the local limits of jurisdiction in Delhi in respect of the public premises under the administrative control of the University of Delhi.

[F. No. 4-11/2021-CU.II]

MRUTYUNJAY BEHERA, Economic Advisor (CU&A)

श्रम और रोजगार मंत्रालय

नई दिल्ली, 18 फरवरी, 2022

का.आ. 530.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, हिंदुस्तान एयरोनॉटिक्स लिमिटेड, चकेरी, कानपुर (यूपी) के प्रबंधन के संबद्ध नियोजकों और श्री नीरज शुक्ला, कामगार के बीच अनुबंध में निर्दिष्ट औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर पंचाट (संदर्भ संख्या 19 of 2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 17/02/2022 को प्राप्त हुआ था।

[सं. एल-42012/180/2012- आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 18th February, 2022

S.O. 530.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 19 of 2013**) of the **Central Government Industrial Tribunal cum Labour Court –Kanpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Hindustan Aeronautics Limited, Chakeri, Kanpur (U.P.) and Shri Neeraj Shukla, worker** which was received along with soft copy of the award by the Central Government on 17/02/2022.

[No. L- 42012/180/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT KANPUR

Present: SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 19/2013

Ref. No. L-42012/180/2012-IR(DU) dated: 05.03.2013

BETWEEN :

Shri Neeraj Shukla S/o Shri Krishan Dutt Shukla
House No. 107, Rooma
Kanpur (UP)

AND

The General Manager
Hindustan Aeronautics Limited
Chakeri, Kanpur (UP)

AWARD

1. By order No. L-42012/180/2012-IR(DU) dated: 05.03.2013 and its subsequent corrigendum dated 16.09.2013, the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute for adjudication to this CGIT-cum-Labour Court, Kanpur.

2. The reference under adjudication is:

“WHETHER THE ACTION OF THE MANAGEMENT OF HINDUSTAN AERONAUTICS LTD., IN TERMINATING THE SERVICES OF SHRI NEERAJ SHUKLA S/O SHRI KRISHAN DUTT SHUKLA WORKMAN W.E.F. 10.03.2008 IS JUST FAIR AND LEGAL? IF NOT, TO WHAT RELIEF THE WORKMAN CONCERNED IS ENTITLED TO?”

3. The case of the workman, Neeraj Shukla, in brief, is that he was appointed as labourer with opposite party establishment in April, 1997 in HPT 32 Section and thereafter was transferred to Donier Section in the year 1998; and subsequently was transferred to the section which dealt with the maintenance of telephone lines, installed in the residential colony of the establishment. The workman has submitted that he used to clean aircrafts in HPT 32 section and Donier Section and w.e.f. 08.08.2007 he used to look after maintenance of telephone lines of the residential colony of the opposite party under supervision of various officers of the management of HAL. The workman has submitted that he worked continuously since his appointment up to 10.03.2008, when his services have been illegally terminated without any notice/notice pay or any retrenchment compensation. The workman has alleged that number of employees who were in employment in the same manner, who were junior to him were regularized; and accordingly, has prayed that his termination be declared illegal and he be reinstated with consequential benefits including full back wages.

4. The management of the Hindustan Aeronautics Limited has filed its written statement; wherein it has denied the claim of the workman and has submitted that the workman had never been appointed by the opposite party in any capacity; nor did he under go any recruitment process, prescribed for the Public Sector Undertaking, as such, there was no termination of his services at any point of time as there was no relationship of employee and employer between the workman and the HAL at any point of time. Moreover, the management has submitted that in fact the workman was an employee of M/s Mehrok Enterprises to whom work contract for repair and maintenance of Telecom and Telecom Equipments at the Township was assigned. The management has categorically stated that the workman was never paid any amount as salary or otherwise. The management of HAL has also submitted that it had no control over performance of work in respect of the workman engaged through the contractor, M/s Mehrok Enterprises. Accordingly, the management has prayed that the claim of the workman be rejected being devoid of any merit.

5. The workman has filed its rejoinder; wherein apart from reiterating averments already made in the statement of claim, has submitted that he was an employee of the HAL and has no concern with M/s Mehrok Enterprises.

6. The parties have filed photocopy of documents in support of their respective claim. The workman examined himself whereas the management examined Shri Ved Prakash Mishra, Chief Manager (Human Resources) in support of their pleadings and the parties availed opportunity to cross-examine the witnesses of each other. The parties also made oral submissions in support of their case.

7. Heard learned authorized representatives of the parties at length; and perused entire evidence on record.

8. The learned authorized representative of the workman has submitted that the workman had been appointed as labourer with opposite party establishment in April, 1997 and continued to work in different sections, under supervision of the superior authorities, without any break till the date of his alleged termination i.e. 10.03.2008. The learned counsel has also alleged that the management adopted pick and choose policy and regularized many juniors, sparing the workman, which is against settled principles of law and also his termination is illegal as the management terminated the services of the workman without any notice or notice pay or any retrenchment compensation in lieu thereof in utter violation of provisions of Section 25 F of the Industrial Disputes Act, 1947.

9. In rebuttal, the learned counsel of the management has argued that the workman had never been appointed in any capacity with the HAL; rather his services were availed by assigning a contract of work to

one M/s Mehrok Enterprises, which engaged the workman to complete the work allotted to it through contract; hence there was no relationship of employer and employee between the management of HAL and the workman, therefore, there arise no question of violation of any statutory provision or termination of the workman at any point of time. Moreover, he submitted that being a Public Sector Undertaking the opposite party management has prescribed procedure for recruitment on various posts etc. and the workman had never gone through regular recruitment process. It is also the case of the management that it was the contractor who used to allot work to the workman and used to supervise his work and the management of HAL had no control over the workman at all. The learned counsel has relied upon:

- (i) 2015 (144) FLR 830 *Oshiar Prasad & others vs Employers in Relation to Management of Sudamadih Coal Washery of M/s BCCL, Dhanbad.*
- (ii) 2019 LLR 515 (SC) *Bharat Heavy Electricals Ltd. Vs Mahendra Prasad Jakhmola and others.*
- (iii) 2014 (143) FLR 1 (SC) *Balwant Rai Saluja & another vs Air India Limited & others.*
- (iv) 2015 LLR 137 (Bombay High Court) *M/s Piaggio Vehicles Pvt. Ltd. Vs. Mr. Jagannath Vithal Jagrap & another.*
- (v) 20-18 LLR 488 (Patna High Court) *Indian Oil Corporation Ltd., Barauni vs The Union of India.*
- (vi) 2009 (121) FLR 1151 (Punjab & Haryana High Court) *M/s Ghai Rubber India vs Dev Raj & another.*
- (vii) 2009 (122) FLR 359 (Delhi High Court) *Chander Sain & others vs J.B. Garments.*
- (viii) 1992 LAB IC 75 (SC) *Dena Nath & others vs National Fertilizers Ltd. & others*
- (ix) 2014 LLR 842 (Jharkhand High Court) *Their Workmen, Bihar Colliery Kamgar Union v s Bharat Coking Coal Ltd. & another.*
- (x) 2006 (109) FLR 204 (SC) *Branch Manager, M.P. State Agro Industries Development Corporation Ltd. & another vs S.C. Pandey.*

10. I have given my thoughtful consideration to the rival pleadings and submissions of the parties and scanned entire evidence on record.

11. It is the case of the workman that he was appointed as Peon by the opposite party; but was not given any appointment letter; and he worked with the opposite party continuously for the period from April, 1997 up to 10.03.2008; however, his services were terminated orally w.e.f. 10.03.2008 without any notice or notice pay in lieu thereof in contravention of the provisions contained in the section 25 F of the I.D. Act, 1947 instead of fact that he worked for more than 240 days in a calendar year.

12. Per contra, the single pointed case of the management is that the workman was never selected or appointed by the management of the HAL and there was no relationship of employee and employer between the workman and the HAL; however, his services had been availed through a contractor, for which a formal contract had been assigned to the contractor. Learned representative has also pleaded that the management never made any payment to the workman and there was no relationship of employer and employee between the management of the HAL and the workman; therefore, there arose no question of terminating his services or violation of any of the provision of the Act.

13. The workman in his oral evidence on oath has stated that he worked w.e.f. April, 1997 to 10.03.2008 without any break; however, during cross-examination he could not prove any appointment letter. The workman has filed photocopy of number of documents which go to show that that the workman had been working as casual worker in years 2000, 2001, 2002 and 2003. He has submitted photocopy of medical prescription of Medical Department of HAL, Kanpur dated 10.08.2007 in respect of himself. The workman has also tried to summon original of the documents filed by him which has been denied by the management, taking stand that the workman was not their employee rather he was employee of a contractor viz. M/s Mehrok Enterprises. The assertion workman Neeraj Shukla that he was given appointment by the HAL authority as per document marked paper no. 12/14 is found to be fallacious. On referring to paper no. 12/14 it is manifestly clear that in that paper workman Neeraj Shukla has been shown as casual worker. The papers 12/15 and 12/19 clearly show that claimant workman was engaged as casual labour. The papers marked paper no. 12/13, no. 12/14, no. 12/15 no. 12/16, no. 12/17 indicate that claimant workman was engaged as casual worker. Simply because medical assistance was provided to the wife of the claimant it cannot be logically concluded that the workman was employee of the O.P. HAL. In paper no. 13/33 presumably a gate-pass he has been shown as worker of the establishment M/s Mehrok Enterprises. He has passed class VIII and it is doubtful if one class VIII pass out could be absorbed against any regular vacancy. No letter of appointment has been proved on behalf of the workman. In such scenario it can be logically concluded that workman Neeraj Shukla was engaged by Contractor M/s Mehrok Enterprises. In

Balwant Rai Saluja v. Air India Ltd. Reported in [2014 (143) FLR 1] at para 57, it has been observed by the Hon'ble Supreme Court in the following words:

Further, the above case made reference to the case of the International Airport Authority of India case (supra) wherein the expression "control and supervision" in the context of contract labour was explained by this Court. The relevant part of the International Airport Authority of India case (supra), as quoted in Bengal Nagpur Cotton Mills case (supra) is as follows:

"38. ... if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.

39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/ allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor."

Claim of the workman that he was directly hired by the Officer of the HAL is not supported with evidence. Rather claimant has admitted that he did not undergo any examination or interview. Some other technically qualified workmen might have been given appointment by the HAL authorities but that circumstance will not confer any legal right on the claimant to be absorbed in any permanent job in the HAL. After all recruitment for regular posts in the HAL is governed by separate rules.

Photocopy of letter of contract dated 26.03.2007, (Paper no. 13/34, no. 13/35, no. 13/36) issued to the contractor, M/s Mehrook Enterprises has been referred. From perusal of said contract letter it is evident that the contract period was limited to 07.04.2007 to 06.04.2008 only and in the instant case the workman has claimed to have worked from April, 1997 to 10.03.2008.

14. Admittedly, the workman had neither under gone through regular recruitment process nor had been given any appointment letter; however, there is ample evidence to record this finding that the workman had actually worked for more than 240 days in preceding twelve months from the date of his alleged termination i.e. 10.03.2008; and oral termination of his services, without any notice or notice pay in lieu thereof was in violation of the section 25 F of the I.D. Act, thus, the alleged termination of the services of the workman was neither legal nor justified.

15. Now, it is to be considered as to whether the workman is entitled for reinstatement. From the evidence produced by the workman it is not proved that his appointment was as a regular worker. Admittedly, the services of the workman were terminated orally on 10.03.2008. In Haryana Roadways vs. Rudhan Singh (2005) 5 SCC 591; 2005 SCC (L&S) 716 Hon'ble Apex Court while considering the question regarding award of back wages has observed:

"There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of section 25 F of the Act, entire back wages should be awarded However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. Another important factor, which required to be taken into consideration, is the nature of employment. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calander year."

16. Also, in Jagbir Singh v. Haryana State Agriculture Mktg. Board (2009) 15 SCC 327 : (2010) 1 SCC (L&S) 545: Senior Superintendent Telegraph (Traffic), Bhopal v. Santosh Kumar Seal and others (2010) 2 SSC (L&S) 309 Hon'ble Apex Court has observed as under:

"However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice."

The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded."

17. In the light of principles laid down in aforementioned case laws, it would not be just and proper to direct that the workman be reinstated in service. By paying compensation to the workman instead in place of relief of reinstatement in service ends of justice can be upheld. It is more or less clear that he was a casual worker engaged by a Contractor. He accepted his casual job on his volition. Since the claimant workman has come up with the false pleadings and assertions he should not be rewarded with huge compensation to be borne by H.A.L. At this distant point of time exact compensation with mathematical exactitude cannot be worked out.

18. Having regards to these facts that the workman has worked as daily wager for approximately 11 years, therefore, keeping in view the entire facts of the case and the law, the interest of justice would be subserved, if, the management is directed to pay lump sum amount of compensation only instead of reinstatement.

19. Accordingly, the management is directed to pay a sum of Rs. 1,00,000/- Rupees One Lakh only) to the workman as compensation for termination of his services to be deposited as HAL in the account of the workman. The said amount shall be paid to the workman within 08 weeks of publication of the award, failing which; the same shall carry simple interest @ 8% per annum.

20. The reference under adjudication is answered accordingly.

Let two copies of this award be sent to the Ministry for publication.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 531.—औद्योगिक विवाद अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स विश्वकर्मा फीडिंग एजेंसी, क्योन्नर के प्रबंधन के संबद्ध नियोजकों और मिस्टर धीरेन पूठा, सिंघभूम (वेस्ट), झारखण्ड के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, धनबाद-2 पंचाट (संदर्भ संख्या 11/2015) को प्रकाशित करती है।

[सं. एल-26012/4/2014-IR(M)]

डी. गुहा, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 531.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2015) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Vishwakarma Feeding Agency, Keonjhar and Mr. Dhiren Putha, Sighbhum (West), Jharkhand.

[No. L-26012/4/2014-IR(M)]

D. GUHA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD.

Present: Dr. S. K.Thakur, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act., 1947.

REFERENCE NO 11 OF 2015.

PARTIES: Mr. Dhiren Putha,
C/O Jharkhand General Kamgar Union,
At: Jorapokhar, PO: Jhinkpani, Singhbhum (West), Jharkhand.

Vs.

M/a Vishwakarma Feeding Vijay II Iron Mine, M/s Usha Matin Ltd., Agency Contractor,
At: Station Road, PO: Barbil Distt: Keonjhar, KEONJHAR

Order No. L-26012/4/2014-IR(M) dated 07.10.2014

On behalf of the workman/Union

...None

On behalf of the Management Mr.R.Rao,Ld.Advocate

State: Jharkhand

Industry: Dhanbad

Dated the 25th March, 2022

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their **Order No. L-26012/4/2014-IR (M) dated 07.10.2014.**

SCHEDULE

“Whether the action of the Management of M/s Vishwakarma Feeding Agency is justified in terminating the services of Sh.Dhiren Puthal? What relief the workman is entitled to?”

1. Upon the Reference Industrial Dispute got registered after receipt from Government of India notices were sent to both the litigant parties, i.e., workman and Management. The Notice sent by Regd. Post likely to have reached its destination as none turned undelivered. Workman filed statement of general nature against the O.P./Management on 16.06.2015. The OP/Management could not be able to file the counter claim and kept on buying time on different pretext.
2. The workman concerned merely filing the statement of general nature without any specific claim or documents in support of the dispute raised did not take initiative nor make effort to proceed further to contest the Case on merit even after being rendered service of notices and suo motu adjournments. Rather he left the proceedings in midway pointing to fact the matter being rendered infructuous. Since the Reference cannot be kept pending for an indefinite period specially when the person who raised the matter backed out to contest. There is no ground to drag the issue further without any basis. Simultaneously The Tribunal is left with no option except to pass a No Dispute Award in the lack of interest of the workman. The matter appears to have resolved. Under present scanty facts of the reference, the present matter did not call for any merit despite the remedy available under I.D. Act. The workman could not avail of it. Hence with facts and circumstances, in the present an Award bearing No.11/2015 is passed with no relief to the workman whatsoever.
3. Let the copy of the Award be sent to the appropriate Government as required under the act for publication.

Dr. S.K.THAKUR, Presiding Officer.

नई दिल्ली, 7 जून, 2022

का.आ. 532.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल मैनेजर, मेसर्स स्टील अथॉरिटी ऑफ़ इंडिया लिमिटेड, धनबाद के प्रबंधन के संबद्ध नियोजकों और सेक्रेटरी, झारखण्ड जनता मज़दूर यूनियन, धनबाद के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, धनबाद-2 पंचाट (संदर्भ संख्या 36/2016) को प्रकाशित करती है।

[सं. एल-26012/6/2016-IR(M)]

डी. गुहा, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 532.—in pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 36/2016) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The General Manager, M/s Steel Authority of India Ltd., Dhanbad and The Secretary, Jharkhand Janta Mazdoor Union, Dhanbad.

[No. L-26012/6/2016-IR(M)]

D.GUHA Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD.

Present: Dr.S.K.Thakur, Presiding Officers

IN THE MATTER OF AN INDUSTRIAL DISPUTE UNDER SECTION 10(1) (D) OF THE I.D. ACT., 1947.

REFERENCE NO 36 OF 2016.

PARTIES:

The Secretary,
Jharkhand Janta Mazdoor Union,
Vishwakarma Colony, Nutundih PO: Jagjivan Nagar, Distt: Dhanbad -826003

Vs.

The. General Manager,
M/s Steel Authority of India Ltd,
Chasnalla Colliery, PO: Chasnalla, Dhanbad

Order No. L-26012/6/2016-IR(M) dated 24.06.2016

On behalf of the workman/Union : :Mr. Pintu Mandal Union Representative
On behalf of the Management : : Mr. D.K.Verma, Ld. Advocate

State: Jharkhand Dhanbad

Industry: Coal

Dated, the 25th March 2022

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their **Order No. L-26012/6/2016-IR(M) dated 24.06.2016.**

SCHEDULE

“Whether the action of the Management fair, legal and justified to superannuate Sri Y.K.Vaswani, on 30.06.2015 while he should be superannuated on 30.06.2018 on the basis of his date of birth assessed 06.06.1958 at the time of appointment by Medical Officer of the Company, and the same date of birth mentioned as in the LPC Bio date, Identity Card, Medical of Company, and other document etc. If not so, what relief Management can provide to him. ”

1. Since the Reference Industrial Dispute got registered after receipt from Government of India notices were issued upon the workman as well as the Respondent/management. The Notice sent by Regd. Post likely to have reached its destination as none turned undelivered. Workman is provided ample sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement. The I.D case since its inception on 04.07.2016 concluded on 24.03.2022 but during the entire proceeding of hearing barring one appearance by the Union Representative they did nothing to file claim of statement.

2. As a matter of fact workman has neither put appearance nor has filed statement of claim to prove his cause against the Respondent/Management knowing very well of limitation of time for filing such claim. So the matter is perceived to have lost the issue as there is no further need to proceed ahead. Under such circumstances the Reference cannot be kept pending for an indefinite period as there is much possibility of the matter rendered infunctuous thereby Tribunal is left with no option except to pass a “No Claim Award”. Hence, facts and circumstances, in the present matter do not call for any merit. Accordingly “No Claim Award” is passed in the instant reference ID No. 36/2016.

3 Let the copy of the Award be sent to the Appropriate Government as required under the Act for publication.

Dr. S.K.THAKUR, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 533.—औद्योगिक विवाद अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स यूरेनियम कॉर्पोरेशन ऑफ इंडिया लिमिटेड, जादुगोड़ा, झारखण्ड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, धनबाद-1 पंचाट (संदर्भ संख्या 113/2002) को प्रकाशित करती है।

[सं. एल-29011/32/2002-IR(M)]

डी. गुहा, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 533.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 113/2002) of the **Central Government Industrial Tribunal/Labour Court, Dhanbad-1** now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **M/s Uranium Corporation of India Ltd., Jadugoda, Jharkhand and Their Workman.**

[No. L-29011/32/2002-IR(M)]

D. GUHA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Reference: No. 113/2002

Employer in relation to the management of Uranium Corporation of India Ltd., Jadugoda.

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer.**Appearances:**

For the Employers : Sri P.R. Rakshit, Advocate.

For the workman. : None.

State : Jharkhand.

Industry:- Uranium

Dated 18/04 /2022

AWARD

By Order No. L-29011/32/2002-(IR(M)) dated 08.10.2002 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of UCIL in not allowing the representatives of UCIL Ministerial Staff Association in wage negotiations justified? If not to what relief the concerned workmen are entitled?”

2. The reference is received on 18/11/2002 by this Tribunal in which the General Secretary, UCIL Ministerial Staff Association, Jaduguda had been advised to submit statement of claim along with relevant document within fifteen days but the union/workman did not appear before the Tribunal. However, after receipt of the reference, both parties were noticed and workman/union appeared on 20/02/2003, but subsequently workman/union did not appear before this Tribunal. Further the management had appeared on certain dates. Thereafter, again three regd. notices were issued to both the parties but the notice issued to union returned unserved. Now this case is pending since 18/11/2002 and workman/union is not appearing before Tribunal, so it is felt that workman/union has lost its interest in this matter. Hence “No Claim” Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 534.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **मेसर्स जीनियस कंसल्टेंट्स लिमिटेड, नई दिल्ली; मेसर्स बाल्मेर लॉरिए एंड कॉर्पोरेशन लिमिटेड, नई दिल्ली** के प्रबंधन के संबद्ध नियोजकों और **श्री अरुण कुमार, हरियाणा** के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली-2 पंचाट (संदर्भ संख्या 138/2020)** को प्रकाशित करती है।

[सं. Z-16025/04/2022-IR(M)]

डी. गुहा , अवर सचिव

New Delhi, the 7th June, 2022

S.O. 534.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 138/2020**) of the **Central Government Industrial Tribunal/Labour Court, New Delhi-2** now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **M/s Genius Consultants Ltd., New Delhi; M/s Balmer Lawrie & Co. Ltd., New Delhi** and **Shri Arun Kumar, Haryana**.

[No. Z-16025/04/2022-IR(M)]

D. GUHA, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT-II, NEW DELHI

Present: Smt. Pranita Mohanty

ID.NO. 138/2020

Sh. Arun Kumar,
R/op C-139, Dabua Colony, Ward no.-07,
7, Lodhi Church, NIT Faridabad, Haryana-121001

... Workman

Versus

1. Balmer Lawrie & Co. Ltd.
Core-08, Ground Floor, Scope Complex,
7, Lodhi Road, New Delhi-110003.

2. Genius Consultants Ltd.,
A-25, 2nd Floor, Mohan Co-operative Industrial Estate,
New Delhi-110044

.... Managment

AWARD

In the present case, a reference was received from the appropriate Government vide reference no. ND 96(04)2020-ID-FOC-Dy. CLC(C), New Delhi dated 01.07.2020/10.08.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

“Whether the action of the management of M/s Genius Consultants Ltd. (Contractor of Balmer Lawrie & Co. Ltd.) in terminating the services of the workman Sh. Arun Kumar w.e.f 06.03.2019 is just, fair and legal? If not what relief the workman concerned is entitled to and from which date?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 535.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **न्यू इंडिया असुरेन्स कॉर्पोरेशन लिमिटेड** के प्रबंधन के संबंध में नियोजकों और **मिस अनीता रानी त्यागी, नई दिल्ली** के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली-2** पंचाट (संदर्भ संख्या 168/2012) को प्रकाशित करती है।

[सं. एल-17011/7/2012-IR(M)]

डी. गुहा, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 535.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 168/2012) of the **Central Government Industrial Tribunal/Labour Court, New Delhi-2** now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **New India Assurance Corporation Limited** and **Ms. Anita Rani Tyagi**.

[No. L-17011/7/2012-IR(M)]

D. GUHA, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.**

Present: Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 168/2012**Date of Passing Award- 30.05.2022****Between:**

Ms. Anita Rani Tyagi,
W/o Shri Dinesh Tyagi,
Through The General Secretary,
General Insurance Employees Federation,
NR.C-3, Community Centre,
Naraina, New Delhi-110028

.... Workman

Versus

1. The Managing Director,
New India Assurance Co. Ltd.,
87, M. G Marg, Fort,
Mumbai-400001.

2. The DY. General Manager,
New India Assurance Co. Ltd.
Scope Minar, Core-1,
Laxmi Nagar, District Centre,
New Delhi-110092.

3. The Sr. Divisional Manager,
New India Assurance Co. Ltd.,
339, Bombay Bazar,
Meerut (U.P) 250001

...Management

Appearances:-

Shri Rajiv Agarwal
Shri Naveendeeep Singh

...For the workman(A/R)

...For the Management (A/R)

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of New India Assurance Co. Ltd., and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act

1947 vide letter No. L-17011/7/2012 (IR(M) dated 10/12/2012 to this tribunal for adjudication to the following effect.

“Whether the action of the management of the management of New India Assurance Company Limited of imposing penalty of reducing the basic pay of workmen Smt. Anita Rani Tyagi from the cadre of Sr. Assistant to the basic pay of Assistant in violation of order of Disciplinary Authority dated 10/08/2009 is illegal and unjustified? If so to what relief the workman is entitled to?”

This order deals with the grievance of the claimant with regard to the punishment imposed on her in the domestic inquiry which she describes as unreasonably disproportionate to the charge leveled against her.

In order to deal with the dispute and controversy, it is necessary to set out the relevant facts as per the claim statement in detail.

The claimant at the relevant time was working as a Senior Assistant in the management. On 03.06.2008, with the permission of her superior she had gone to the office of her senior colleague Mr. Subash Yadav to ascertain as to why a substantial amount of her medical claim was disallowed. It was about 4pm and Mr. Yadav was in his cabin alone. when the claimant asked him as to why Rs 4000/- has been deducted from the medical reimbursement bill raised by her, he instead of answering passed some coloured remarks and caught hold of her hand with some ulterior intention. When she raised alarm, Mr. Yadav tore the cheque held by her and threatened her of departmental action. The claimant on the same day lodged a complaint at the local police station and for outraging the modesty of a woman, a case u/s 354 IPC was registered and the same is still pending. On the next day i.e on 04.06.2008, she also lodged a complaint to the higher authorities against Mr. Yadav. Mr. Yadav in order to save his skin, made a counter allegation against the claimant and the management took prompt action on the same and on 04.06.2008, placed her under suspension and on e departmental inquiry was initiated. The charge framed against the claimant was that she on 03.06.2008, she misconducted herself by shouting at the top of her voice at the senior colleague and even slapped him in the office.

The departmental inquiry was conducted hastily violating the principles of natural justice and at the end, the punishment was handed over by which her current pay in the cadre of senior assistant was reduced to the initial scale of pay applicable to the senior assistants. The said punishment was given in terms of Rule 23(F) of the New India Assurance Company Ltd (conduct, discipline and appeal) Rules 2003.

Being aggrieved the claimant preferred departmental appeal and revision. But those were decided against her too. Having no other departmental remedy available, she approached the Labour commissioner for conciliation. But for the pre occupied mind of the management conciliation failed and the appropriate Govt. referred the matter for adjudication, if the punishment imposed is proper and legal. If not, to what relief the claimant is entitled to.

The management was called upon to file reply, wherein the management justified the action taken against the claimant. This Tribunal framed altogether three issues and the issue no 1 relating to the fairness of the Domestic inquiry was heard and considered as a preliminary issue. The tribunal after considering the materials placed on record, by order dated 08.01.2020 came to hold that the domestic inquiry was conducted in accordance to the Rule and procedure and principles of natural justice was thus found followed in the inquiry. That issue was accordingly decided against the claimant. And it was directed that the claimant shall adduce evidence on the proportionality of the punishment imposed on her. But for the objection raised by the learned AR for the management that once the domestic inquiry is held to have been conducted fairly, there is no scope for adducing fresh evidence and the Tribunal has the power to give a decision on the proportionality of the punishment on the materials available on record. This argument was obviously resisted by the claimant. But by order dated 16.12.21, both parties were called upon to argue if the punishment imposed comensurates the charge of misconduct.

Whereas the learned AR for the Management supported the order imposing punishment as proper the claimant has described the same as extremely harsh. During course of argument a calculation sheet was filed showing the cumulative financial loss suffered by her. It was also argued that for the said punishment she was denied promotion to the CL I grade, though her name was in the zone of consideration. A document described as schedule for promotion from CL III to CL I containing the name of the claimant has been filed.

This tribunal in view of the arguments advanced has to give a finding on the proportionality of the punishment imposed on the claimant. In the case of **Muriadih Colliery VS Bihar Coalliery Kamgar Union (2005) 3 SCC331**, the Hon'ble SC have held:-

“it is well-established principle in law that in a given circumstance, it is open for the Industrial Tribunal acting u/s 11-A of the I D Act 1947 to interfere with the punishment awarded in the domestic inquiry for good and

valid reasons. If the tribunal decides to interfere with such punishment awarded in domestic inquiry, it should bear in mind the principle of proportionality between the gravity of the offence and stringency of the punishment.”

Whether a misconduct is severe or otherwise depends on the facts of each particular case. In a case where the charge is about misappropriation of public money or breach of Trust, no doubt the same is serious in nature and distinguishable from the charge of demeanor or in subordination as in this case. More over the finding in the relevant inquiry is based upon oral evidence only.

In the case of **Regional Manager U.P.S R TC, Etawah & others Vs. Hotilal and another, 2003(3) SCC 605, referred in the later case of UPSRTC VS NanhelalKushwaha(2009) 8 SCC, 772**, the Hon’ble Apex Court have held that “The court or Tribunal while dealing with the quantum of punishment has to record reason as to why it is felt that the punishment inflicted was not commensurate with the proved charge. A mere statement that the punishment is not proportionate would not suffice. It is not only the amount involved, but the mental set up, the type of the duty performed and similar relevant circumstances, which go into the decision making process are to be considered while deciding the proportionality of the punishment awarded. If the charged employee holds a position of trust where Honesty and Integrity are in built requirements of functioning, it would not be proper to deal with the matter leniently.”

But as stated in the preceeding paragraph the allegation against the claimant was of misbehavior and physical assault caused to a senior colleague. The admitted evidence is that before initiation of domestic inquiry and placing her under suspension in contemplation of the inquiry, she had lodged FIR alleging that the senior colleague Mr. Yadav had out ragged her modesty as a woman. The evidence on record also shows that the criminal trial is still pending.

The learned AR for the management while placing reliance in the case of **West Bokaro Colliery(Tisco) vs. Ram Prasad Singh (2008) 3 SCC 719** argued that when there is un equivocal evidence of misbehavior towards superiors, such evidence rendered before the Tribunal can not be discarded. He also relied upon the judgment of the Hon’ble SC in the case of **M/S Firestone Tyre and Rubber Co of India vs. The Management and Others** to argue that the discretion vested in the Tribunal u/s 11-A should be judiciously exercised. The crux of his argument is that the punishment imposed on the claimant is appropriate to the charge and the Tribunal should not interfere.

The learned AR for the claimant on the other hand argued on the legislative intention behind incorporation of sec 11A of the Act by placing reliance in the case of **ML Singla vs. Punjab National Bank, AIR 2018 SC 4668**, submitted that in the said judgment the Hon’ble SC have held that even if the issue relating to the fairness of the inquiry is decided in favour of the employer, even then the Tribunal has to consider if the punishment comensurates the charge. There is no dispute that section 11-A of the Act empowers the industrial tribunal to interfere with the quantum of punishment in appropriate cases. The Hon’ble Apex Court in the case of **Pepsu Road Transport Corporation vs. Rawel Singh AIR 2008(SCW) 2099** have held that section 11A of the Act empowers this tribunal to interfere with the quantum of punishment. But the discretion is to be exercised judiciously in such cases where order of punishment is quiet harsh and disproportionate to the gravity of misconduct of the officials concerned.

In this case the evidence adduced before this Tribunal reveals that the alleged occurrence is the lone incident for which she was proceeded to. During the inquiry though Mr. Yadav stated about the filthy words were uttered by the claimant towards him, the exact verbatim was neither recorded during inquiry nor in the evidence recorded by this Tribunal. It is also not disputed that the criminal case for outraging the modesty of the claimant by Mr. Yadav is still pending. In such a situation the imposition of punishment appears dis proportionate to the charge.

It is felt proper to observe that in the case of Firestone referred supra, the Hon’ble SC have held that after incorporation of the provision of sec 11A in the ID Act, the Tribunal in order to record a finding on the fairness of the domestic inquiry or the proportionality of the punishment, can not be confined to the materials which were available at the domestic inquiry. On the other hand ‘material on record’ in the proviso to sec 11A of the ID Act must be held to refer the materials before the Tribunal. They take in (1) the evidence taken in by the parties during the domestic inquiry (2) the evidence taken before the Tribunal. Thus on considering the evidence recorded during the domestic inquiry and adduced before this Tribunal the one only conclusion is that the punishment imposed on the claimant for the isolated incident of in subordination amounting to misconduct is disproportionate and harsh, more so when the case of outraging of modesty against Mr. Subash Yadav is still pending. The imposed punishment has not only occasioned in huge financial los, but also resulted in loss of opportunity in promotion and mental agony. Hence it is felt proper to interfere and modify to a lesser punishment in exercise of the power conferred u/s 11A of the ID Act. Hence, ordered.

ORDER

The reference be and the same is answered in favour of the claimant. For the finding rendered in the preceeding paragraphs it is held that imposition of the punishment of reverting her current pay scale on the date of passing of the order in the inquiry to the initial scale of senior assistant is illegal and liable to be set aside. The management is directed to stop one annual increment of her salary in the year the impugned order was passed without cumulative effect which will commensurate the charge proved against the claimant and serve the ends of justice. The

management is directed to refix the pay of the claimant as directed above and pay the arrear accrued salary and other consequential benefits within three months from the date of publication of the award failing which the accrued amount shall carry interest at the rate of 9% per annum from the date of accrual and till the actual payment is made. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 536.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जोनल मैनेजर, (एच. आर.) बिड़ला सन लाईफ इन्श्योरेंस कंपनी लिमिटेड, अहमदाबाद; प्रबंधक, बिड़ला सन लाईफ इन्सोरेंस कंपनी लिमिटेड, अजमेर के प्रबंधन के संबद्ध नियोजकों और श्री सुनील तोलानी अजमेर के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर पंचाट (संदर्भ संख्या 85/2014) को प्रकाशित करती है।

[सं. एल-17012/128/2014-IR(M)]

डी. गुहा, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 536.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/2014) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Zonal Manager, M/s Birla Son Life Insurance Company Limited, Ahmedabad; The Manager, M/s. Birla Son Life Insurance Company Limited, Ajmer and Shri Sunil Tolani, Ajmer.

[No. L-17012/128/2014-IR(M)]

D. GUHA, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

सी.जी.आई.टी. प्रकरण सं. 85/2014

Reference No. L-17012/128/2014-IR (M)

Dated: 08.12.2014

श्री सुनील तोलानी पुत्र श्री गिरधारी लाल तोलानी, 608, रानी सती नगर, अजमेर रोड, जयपुर, (राजस्थान)।

...प्रार्थी

बनाम

1. जोनल मैनेजर, (एच. आर.) बिड़ला सन लाईफ इन्श्योरेंस कंपनी लिमिटेड, 1-402, 4th Floor, Sapath-4, Opposite, कर्नावती क्लब, S.G. हाइवे, अहमदाबाद (गुजरात) 380054

2. प्रबंधक, बिड़ला सन लाईफ इन्सोरेंस कंपनी लिमिटेड, कोठारी कम्पलेक्स, अजमेर रोड, किशनगढ़ सिटी जिला— अजमेर (राज.)।

...अप्रार्थीगण/विपक्षी

उपस्थित:-

प्रार्थी की ओर से : श्री आर. सी. जैन।

अप्रार्थी की ओर से : कोई उपस्थित नहीं।

: अधिनिर्णय :

दिनांक : 20.04.2022

1. श्रम मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 08.12.2014 को औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जायेगा) की धारा 10 (1) (डी) व 2 A के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :-

“Whether the action of the management of Birla Sun Life Insurance Co. Ltd. in terminating the services of Sh. Sunil Tolani w.e.f. 03.07.2013 is legal and justified? If not, to what relief the workman concerned is entitled?”

2. दिनांक 13.07.2015 को प्रार्थी ने अपने दावे का अभिकथन प्रस्तुत किया। संक्षेप में प्रार्थी का कथन है कि उसकी नियुक्ति विपक्षी के अधीन दिनांक 12.11.2010 को हुई तथा 15.05.2011 को उसे स्थाई कर दिया गया। प्रार्थी का पदनाम **यद्यपि** ऐजेन्सी मैनेजर था लेकिन प्रार्थी को कोई प्रबंधकीय या सुपरवाइजरी अधिकार नहीं थे। प्रार्थी 02.07.2013 तक सन्तोषप्रद तरीके से कार्य करता रहा 06.07.2013 को जब प्रार्थी अपनी ड्यूटी पर आया तो विपक्षी सं. 2 ने प्रार्थी को ड्यूटी पर लेने से मौखिक रूप से इन्कार कर दिया। सेवामुक्ति के पूर्व प्रार्थी को कोई नोटिस नहीं दिया न ही नोटिस वेतन एवं छंटनी मुआवजे का भुगतान किया। प्रार्थी से जूनियर श्रमिक सेवामुक्ति के समय कार्यरत थे और उसके बाद नई भर्ती भी की गई। प्रार्थी को कथित दुराचरण के आधार पर सेवामुक्ति ता किया लेकिन कोई जाँच प्रक्रिया नहीं अपनाई इसलिए प्रार्थी की सेवा समाप्ति अवैध घोषित करते हुये सेवा में निरन्तरता तथा विगत वेतन परिलाभों सहित पुनः सेवा में लिया जावे।
3. दिनांक 13.07.2015 को विपक्षी नोटिस की तामिल के उपरांत भी अनुपस्थित रहे इसलिये उनके विरुद्ध एकपक्षीय कार्यवाही का आदेश दिया गया।
4. प्रार्थी ने अपने साक्ष्य में स्वयं प्रार्थी सुनील तोलानी को परीक्षित किया तथा प्रलेखीय साक्ष्य में प्रदर्श W.1 से W.6 तक प्रलेखों को प्रदर्शित किया।
5. दिनांक 31.03.2022 को मैंने प्रार्थी के प्रतिनिधि के एकपक्षीय तर्क सुनें और साक्ष्य का परिशीलन किया।
6. प्रार्थी का यह तर्क है कि प्रार्थी की असंतोषप्रद सेवाओं के आधार पर सेवा समाप्ति की गई है जबकि उसे 15.05.2011 को ही स्थाई कर दिया गया था, किंतु प्रार्थी के विरुद्ध कोई जाँच नहीं की गई। उसने एक कैलेंडर वर्ष में 240 दिन से अधिक सेवा भो पूर्ण कर ली थी किंतु अधिनियम की धारा 25 (F) के प्रावधानों का कोई अनुपालन विपक्षी द्वारा नहीं किया गया। विपक्षी जानबूझ कर इस विवाद में अनुपस्थित रहा है अतः सेवा समाप्ति को अवैध घोषित करते हुये प्रार्थी को माँगा गया अनुतोष दिलाया जाये। उन्होंने अपन तर्क के समर्थन में निम्नांकित विधिक दृष्टांत प्रस्तुत किये।

1. 2019 LLR 1303 (सर्वोच्च न्यायालय;) स्टेट ऑफ गुजरात बनाम मुन्ता आलम खान नूरवेग
2. (1987) 3 SSC- 571 माखन सिंह बनाम नारायणपुरा कॉपरेटिव एग्रीकल्चरल सर्विस सोसाइटी लि.
3. 2015 (145) FLR. 998 (सर्वोच्च न्यायालय) के. एस. रविन्द्रन बनाम ब्रान्च मैनेजर न्यू इंडिया इन्श्योरेंस कंपनी लि.
4. 2016 (2) WLC (राज.) UC 139 शेर जंग खान बनाम RSRCTC व अन्य
5. 1984 AIR 516 (सर्वोच्च न्यायालय) वर्कमेन ऑफ मै. हिन्दुस्तान लिवर लि. बनाम मेनेजमेंट मै. हिन्दुस्तान लिवर लि.
6. 2002 (93) FLR 226 (मद्रास उच्च न्यायालय) मेनेजमेंट ऑफ हिन्दुस्तान मोटर लि. बनाम लक्ष्मैया व अन्य
7. 2009 (120) FLR 215 (बम्बई उच्च न्यायालय) मै. वी. एल. टी. कार्गो मूवर्स प्रा. लि. बनाम श्री अजीत कुमार एस. पुरी
8. 2011 (128) FLR 819 (कर्नाटक उच्च न्यायालय) पाम नेटवर्क लि. बनाम बी. बालकृष्ण
9. 2017 (155) FLR 284 (कलकत्ता उच्च न्यायालय) चम्पादानी इण्डस्ट्रीज लि. बनाम स्टेट ऑफ वैस्ट बंगाल
7. इस विवाद में प्रस्तुत किये गये तर्क उपलब्ध साक्ष्य एवं न्यायिक दृष्टांतों में पारित विधि पर मनन के उपरांत विचारणीय बिन्दुओं पर विनिश्चय इस प्रकार है:-
(1.) क्या प्रार्थी अधिनियम की धारा 2(s) के अंतर्गत कर्मकार है?

- (i) प्रार्थी ने अपने अभिवचनों में यह कहा है कि प्रार्थी का पदनाम यद्यपि ऐजेन्सी मैनेजर था लेकिन प्रार्थी को कोई प्रबंधकीय या पर्यवेक्षणीय अधिकार प्राप्त नहीं थे। प्रार्थी के अभिवचनों एवं साक्ष्य का कोई विखण्डन विपक्षी द्वारा अवसर दिये जाने के उपरांत भी नहीं किया गया है। इसलिए प्रार्थी के कथनों के संबंध में यह स्थिति विपक्षी द्वारा प्रलक्षित स्वीकृति मानी जावेगी। इसके अतिरिक्त माननीय सर्वोच्च न्यायालय ने अपने निर्णय वर्कमेन ऑफ मै. हिन्दुस्तान लिवर लि. बनाम मैनेजमेंट मै. हिन्दुस्तान लिवर लि. में यह कहा है कि यदि नियोजक ऐसे कर्मकार जिसने अधिकरण से अनुतोष मांगा हो की प्रास्थिति के संबंध में कोई आक्षेप नहीं करता है, तो अधिकरण यह विचार किये बिना कि याची कर्मकार है, अथवा नहीं न्यायनिर्णयन करेगा। समान रूप से माननीय मद्रास उच्च न्यायालय ने मैनेजमेंट ऑफ हिन्दुस्तान मोटर लि. बनाम लक्ष्मैया व अन्य, बम्बई उच्च न्यायालय ने मै. वी. एल. टी. कार्गो मूवर्स प्रा. लि. बनाम श्री अजीत कुमार एस. पुरी, कर्नाटक उच्च न्यायालय ने पाम नेटवर्क लि. बनाम बी. बालकृष्ण तथा कलकत्ता उच्च न्यायालय ने चम्पादानी इण्डस्ट्रीज लि. बनाम स्टेट ऑफ वैस्ट बंगाल के निर्णयों में साररूप में यह मागदर्शन दिया है कि कर्मकार की प्रास्थिति निर्धारण हेतु पदनाम महत्वपूर्ण नहीं है। उसके कर्तव्यों की प्रकृति के अवधारण के आधार पर ही विनिश्चय किया जा सकता है। यह सिद्धिभार नियोजक पर ही है कि वह याची के कर्मकार न होने का तथ्य अपने अभिवचन और साक्ष्य से प्रमाणित करे। अभिवचन के अभाव में अधिकरण इस बिंदु पर विनिश्चय नहीं करेगा।
- (ii) चूंकि इस विवाद में विपक्षी नियोजक द्वारा प्रार्थी के कर्मकार न होने के संबंध में कोई आक्षेप ही नहीं किया गया है प्रार्थी उसके अभिवचन व साक्ष्य के आधार पर कर्मकार होना प्रमाणित होता है।
- (2.) क्या प्रार्थी ने विपक्षी के अधीन एक केलेण्डर वर्ष में 240 दिन से अधिक अवधि तक सेवा की है तथा दिनांक 03.07.2013 को विपक्षी द्वारा की गई प्रार्थी की सेवा समाप्ति अवैध है?
- (i) प्रार्थी ने अपने शपथ पत्र में कहा है कि उसकी प्रथम नियुक्ति विपक्षी के अधीन 12.11.2010 को हुई थी। नियुक्ति आदेश प्रदर्श W-1 है। उसे 15.05.2011 से स्थाई कर दिया गया जिसका आदेश प्रदर्श W-2 है। सेवामुक्ति आदेश प्रदर्श W-3 एवं उसके साथ भेजा गया पत्र दिनांक 09.07.2013 प्रदर्श W-4 है।
- (ii) इन प्रलेखों के परिशीलन तथा किसी भी विखण्डन के अभाव में यह प्रमाणित हो जाता है कि प्रार्थी ने विपक्षी द्वारा जारी नियुक्ति पत्र के अनुसरण में 15.11.2010 को सेवा में कार्यभार ग्रहण किया तथा 6 माह का सेवाकाल पूर्ण होने पर प्रार्थी को 15.05.2011 से स्थाई कर दिया गया। इस प्रकार सेवा समाप्ति दिनांक 03.07.2013 तक प्रार्थी न केवल 240 दिन की बरन 2 वर्ष छः माह की अवधि से अधिक तक विपक्षी के अधीन सतत सेवा पूर्ण कर चुका था।
- (iii) यह तथ्य निर्विवाद है कि प्रार्थी की सेवा-समाप्ति के पूर्व विपक्षी द्वारा कोई जाँच प्रक्रिया नहीं अपनाई गई। प्रदर्श W-3, सेवा समाप्ति आदेश तथा प्रदर्श W-5ए समझौता अधिकारी के समक्ष विपक्षी द्वारा प्रस्तुत किये गये प्रतिउत्तर के परिशीलन से यह स्पष्ट होता है कि प्रार्थी की सेवा समाप्ति का आधार प्रार्थी की सेवायें असंतोषप्रद मानी गईं। कई अवसर दिये जाने के उपरांत भी प्रार्थी के कार्य सम्पादन में कोई सुधार न होना पाया गया। माननीय सर्वोच्च न्यायालय ने अपने निर्णय के. एस. रविन्द्रन बनाम ब्रान्च मैनेजर न्यू इंडियन इन्श्योरेंस कंपनी लि. में यह अधिमत व्यक्त किया है कि जब कर्मचारी, जो कि स्थाई पद पर था, को निर्धारित लक्ष्य प्राप्त न करने के आधार पर नोटिस देकर सेवा स पृथक किया गया हो तो ऐसे मामले में बिना जाँच प्रक्रिया अपनाये, की गयी सेवा समाप्ति संबिधान के अनुच्छेद- 14 के प्रावधानों के विपरीत होने से अवैध है। यह विधि इस विवाद के तथ्यों पर पूर्णतः प्रभावी व सुसंगत है,
- जबकि प्रार्थी की ओर से ही प्रस्तुत निर्णय माखन सिंह बनाम नारायणपरा कॉर्पोरेटिव एग्रीकल्चरल सर्विस सोसाइटी लि. तथा शेर जंग खान बनाम RSRCTC व अन्य में प्रतिपादित विधि इस विवाद के तथ्यों से सुभिन्न तथ्यों पर आधारित है, इस लिये प्रार्थी के पक्ष समर्थन के लिये, मैं उन्हें सहायक नहीं पाता हूँ।
- (iv) चूंकि प्रार्थी को स्थाई हाते हुये भी असंतोषप्रद सेवा एवं कार्य सम्पादन में सुधार न होने के आधार पर सेवामुक्ति किया गया है तथा इस प्रकार सेवा समापन के पूर्व विपक्षी द्वारा जाँच प्रक्रिया भी प्रारंभ नहीं की गई, यह स्थिति प्रार्थी को प्राकृतिक न्याय के सिद्धांतों के अतर्गत प्राप्त प्रतिरक्षा एवं सुनवाई के अधिकार से वंचित किया जाना प्रमाणित होता है। इसके साथ साथ ही चूंकि प्रार्थी एक केलेण्डर वर्ष में 240 दिन से अधिक दिनों की सेवा

पूर्ण कर चुका था। विपक्षी द्वारा प्रार्थी की सेवा समाप्त किये जाने के पूर्व अधिनियम की धारा 25 (एफ) के प्रावधानों की अनुपालना की जाना आवश्यक थी। विपक्षी द्वारा चूँकि सेवा समाप्ति के पूर्व प्रार्थी को एक माह का नोटिस या नोटिस वेतन या छंटनी प्रतिकर का भुगतान नहीं किया गया है इसलिए प्रार्थी की सेवा समाप्ति अधिनियम की धारा 25 (एफ) के प्रावधानों के अपालन के आधार पर अवैध प्रमाणित होती है।

8. **अनुतोषः**— बिन्दु सं. 2 के विनिश्चय के आधार पर विपक्षी द्वारा की गई प्रार्थी की सेवा समाप्ति दिनांक 03.07.2013 अवैध प्रमाणित हुई है। प्रार्थी ने अपने साक्ष्य से यह प्रमाणित किया है कि सेवा समाप्ति के पश्चात से वह बेरोजगार है। विखण्डन के अभाव में यह तथ्य प्रमाणित होता है। माननीय सर्वोच्च न्यायालय ने अपने निर्णय स्टेट ऑफ गुजरात बनाम मुन्ता आलम खान नूरवेग में यह कहा है कि जब सेवा समाप्ति के पूर्व कर्मकार ने 240 दिन से अधिक सेवा एक केलेण्डर वर्ष में पूर्ण की हो तथा अधिनियम के अन्तर्गत विहित प्रावधानों का अनुपालन न किये जाने से सेवामुक्ति अवैध पाई गई हो विपक्षी कार्यवाही में भाग लेने में विफल रहा हो, तो कर्मकार की, सेवा में विगत वेतन परिलाभों सहित पुनःस्थापना किया जाना उचित है।

साक्ष्य एवं तथ्यों के आधार पर दिनांक 03.07.2013 को विपक्षी द्वारा की गई सेवा समाप्ति अवैध घोषित की जाती है। प्रार्थी दिनांक 03.07.2013 से विपक्षी की सेवा में सम्पूर्ण विगत वेतन एवं परिलाभों सहित पुनः नियोजित किये जाने का अधिकारी हैं। विपक्षी दो माह की अवधि में प्रार्थी को सेवा में पुनः पदस्थापित करें तथा दिनांक 03.07.2013 से पुनःस्थापन की तिथि तक सभी विगत वेतन परिलाभों का भुगतान करें अन्यथा प्रार्थी उसे देय राशि पर 6 प्रतिशत वार्षिक ब्याज दर से ब्याज भी प्राप्त करेगा।

9. संदर्भित विवाद का इसी प्रकार न्यायनिर्णयन किया जाता है।

10. अधिनियम की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 7 जून, 2022

का.आ. 537.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **मेसर्स इंडियन ऑयल कॉर्पोरेशन, चंडीगढ़; मेसर्स कोको इंडियन ऑयल पेट्रोल पंप, चंडीगढ़** के प्रबंधन के संबंध में नियोजकों और **श्री विनोद कुमार, पंचकुला** के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चंडीगढ़-1** के पंचाट (संदर्भ संख्या 12/2020) को प्रकाशित करती है।

[सं. Z-16025/04/2022-IR(M)]

डी. गुहा, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 537.—in pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. (12/2020) of the **Central Government Industrial Tribunal/Labour Court, Chandigarh-1** now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **M/s Indian Oil Corporation, Chandigarh; M/s COCO Indian Oil Petrol Pump, Chandigarh and Shri Vinod Kumar, Panchkula**.

[No. Z-16025/04/2022-IR(M)]

D. GUHA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVT' INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH'**

SHRI D.K. SINGH, PRESIDING OFFICER-CUM-LINK OFFICER'

CASE NO. ID NO. 12/2020

VINOD KUMAR Son of Shri Amrit Lal, Panchkula

...Petitioner/ workman

V/s.

1. Indian Oil Corporation, Sector 19, U.T. Chandigarh

Through its authorized representative.

2. COCO Indian Oil Petrol Pump,
Sector 33, U.T., Chandigarh
Through its authorized representative.

3. Shri Ashu Singla,
COCO Indian Oil Petrol Pump,
Sector 33, U.T., Chandigarh

....Respondents/Managements

Appearances:-

For the workman : Shri R.S. Rathi, A.R. for workman
For the management : Sh. Paul S. Saini, A.R. for Respondent No.1 & 2
Sh. Parmod Bhardwaj, A.R. for Respondent No. 3

AWARD

Passed on: 25/02/2022

SCHEDULE

“Whether the management of Indian Oil Corporation, Chandigarh and COCO Indian Oil Petrol Pump, Chandigarh in terminating the workman Sri Vinod Kumar, son of Sh. Amril Lal w.e.f. 11.12.2019 and no wages have been paid from 01.12.2019 to 11.12.2019 is legal and justified? If not, to what relief the concerned workman is entitled?”

2. Case is taken up for hearing through video conferencing. The workman Vinod Kumar appears and files an application for withdrawal of this case stating therein that the matter has been amicably settled between the parties as per the terms and conditions stipulated in the compromise/settlement dated 24.02.2022 executed between Sh. Vinod Kumar, the concerned workman and Shri Ashu Singla (Respondent No.3). In view of the statement of the concerned workman, the present ID case is withdrawn. Hence No Claim Award is passed. Communicate.

D.K. SINGH, Presiding officer

नई दिल्ली, 7 जून, 2022

का.आ. 538.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम श्रम न्यायालय अहमदाबाद, के पंचाट (संदर्भ संख्या 150/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/39/2018. आई. आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 538.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 150/2018) of the **Central Government Industrial Tribunal-cum-Labour Court Ahmedabad** as shown in the Annexure, in the industrial dispute between the Management of **Air India Air Transport Service Ltd.** and their workmen, received by the Central Government on 06/06/2022.

[No. L-11012/39/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT,
AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer Dated 12th May, 2022

Reference (CGITA) No. - 150/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099

2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

Shri Zala Ajay Singh,
House No. 14 B Ward, Kubernagar,
Ahmedabad (Gujarat) – 3823406

....Second Party

Appearance for first parties : None
 Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/39/2018-IR (CM-I) dated 01.11.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Shri Zala Ajay Singh, Customer Agent, working at Ahmedabad w.e.f 05.06.2017 is proper, legal and justified? If not, what relief he is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 19.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 539.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण — सह — श्रम न्यायालय **अहमदाबाद**, के पंचाट (संदर्भ संख्या 152/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/41/2018.आई.आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 539.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 152/2018) of the **Central Government Industrial Tribunal-cum-Labour Court Ahmedabad** as shown in the Annexure, in the industrial dispute between the Management of **Air India Air Transport Service Ltd.** and their workmen, received by the Central Government on 06/06/2022.

[No. L-11012/41/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer Dated 12th May, 2022

Reference (CGITA) No. - 152/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099

2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

Shri Ravat Dashrathbhai Shankarbhai,
Shantisaga Ni Chali, Meghaninagar,
Ahmedabad (Gujarat) – 380016

...Second Party

Appearance for first parties : None

Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/41/2018-IR (CM-I) dated 01.11.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Shri Ravat Dashrathbhai Shankarbhai, Handyman, working at Ahmedabad w.e.f 04.06.2017 is proper, legal and justified? If not, what relief he is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 19.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering "no dispute" between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 540.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय अहमदाबाद, के पंचाट (संदर्भ संख्या 116/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/35/2018.आई. आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 540.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 116/2018) of the **Central Government Industrial Tribunal-cum-Labour Court Ahmedabad** as shown in the Annexure, in the industrial dispute between the Management of **Air India Air Transport Service Ltd.** and their workmen, received by the Central Government on **06/06/2022**

[No. L-11012/35/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer Dated 12th May, 2022

Reference (CGITA) No. - 116/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099
2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

Shri Shahbaz Rana,
1357, Nava Vas, Near Navagaja Pir, Raikhad,
Ahmedabad (Gujarat) – 380001

...Second Party

Appearance for first parties : None
Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/35/2018-IR (CM-I) dated 30.10.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Shri Shahbaz Rana, Sr. Customer Agent, working at Ahmedabad w.e.f 05.06.2017 is proper, legal and justified? If not, what relief he is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 15.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 541.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय **अहमदाबाद**, के पंचाट (संदर्भ संख्या 140/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/21/2018. आई. आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 541.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 140/2018) of the **Central Government Industrial Tribunal-cum-Labour Court Ahmedabad** as shown in the Annexure, in the industrial dispute between the Management of **Air India Air Transport Service Ltd.** and their workmen, received by the Central Government on 06/06/2022.

[No. L-11012/21/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present: Radha Mohan Chaturvedi, Presiding Officer

Dated 12th May, 2022

Reference (CGITA) No. - 140/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099

2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

....First Parties

V/s

Shri Samir Sama,
3/71, Govt. A Colony, Near Dariyakhan Dome,
Shahibaugh,
Ahmedabad (Gujarat) – 380004

...Second Party

Appearance for first parties : None
Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/21/2018-IR (CM-I) dated 31.10.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Shri Samir Sama, Handyman, working at Ahmedabad w.e.f 04.06.2017 is proper, legal and justified? If not, what relief he is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 19.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 542.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय अहमदाबाद, के पंचाट (संदर्भ संख्या 141/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/22/2018.आई. आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 141/2018) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the Management of Air India Air Transport Service Ltd. and their workmen, received by the Central Government on 06/06/2022.

[No. L-11012/22/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer
Dated 12th May, 2022

Reference (CGITA) No. - 141/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099

2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

Shri Bhagwansingh Sisodiya,
22, Sun Bungalows, Near Shivam School,
Pashwanath Township, Nawa Naroda,
Ahmedabad (Gujarat) - 380046

...Second Party

Appearance for first parties : None

Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/22/2018-IR (CM-I) dated 31.10.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd. (AIATSL), Mumbai in terminating the services of Shri Bhagwan Singh Sisodiya, Sr. Customer Agent, working at Ahmedabad w.e.f 04.06.2017 is proper, legal and justified? If not, what relief he is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 19.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 543.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय **अहमदाबाद**, के पंचाट (संदर्भ संख्या 144/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/28/2018. आई. आर. (सीएम-1)]

राजेन्द्र सिंह, अवसर सचिव

New Delhi, the 7th June, 2022

S.O. 543.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 144/2018) of the **Central Government Industrial Tribunal-cum-Labour Court Ahmedabad** as shown in the Annexure, in the industrial dispute between the Management of **Air India Air Transport Service Ltd.** and their workmen, received by the Central Government on 06/06/2022.

[No. L-11012/28/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**Present:** Radha Mohan Chaturvedi, Presiding OfficerDated 12th May, 2022Reference (CGITA) No. - 144/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099
2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

Ms. Chandni Pachani,
6, Arvind Society, Near Ramji Mandir, Hansol Gam,
Ahmedabad (Gujarat) – 380075

...Second Party

Appearance for first parties : None
Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/28/2018-IR (CM-I) dated 31.10.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Ms. Chandni Pachani, Customer Agent, working at Ahmedabad w.e.f 05.06.2017 is proper, legal and justified? If not, what relief she is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 19.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules,

1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
 3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
 4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
 5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 544.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय **अहमदाबाद**, के पंचाट (संदर्भ संख्या 145/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/29/2018, आई. आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 544.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 145/2018) of the **Central Government Industrial Tribunal-cum-Labour Court Ahmedabad** as shown in the Annexure, in the industrial dispute between the Management of **Air India Air Transport Service Ltd.** and their workmen, received by the Central Government on 06/06/2022.

[No. L-11012/29/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer

Dated 12th May, 2022

Reference (CGITA) No. - 145/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099
2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

Shri Aezaz Rana,
A 37, Taslim Society, Near Bibi Talav, Vatva,
Ahmedabad (Gujarat) – 380040

...Second Party

Appearance for first parties : None

Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below

mentioned dispute vide reference adjudication Order No. L-11012/29/2018-IR (CM-I) dated 31.10.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Shri Aezaz Rana, Sr. Customer Agent, working at Ahmedabad w.e.f 05.06.2017 is proper, legal and justified? If not, what relief he is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 19.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 545.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड** के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – **सह-श्रम न्यायालय अहमदाबाद**, के पंचाट (संदर्भ संख्या 151/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/40/2018.आई.आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 545.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 151/2018) of the **Central Government Industrial Tribunal-cum-Labour Court Ahmedabad** as shown in the Annexure, in the industrial dispute between the Management of **Air India Air Transport Service Ltd.** and their workmen, received by the Central Government on 06/06/2022

[No. L-11012/40/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
AHMEDABAD**

Present: Radha Mohan Chaturvedi, Presiding Officer

Dated 12th May, 2022

Reference (CGITA) No. - 151/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099

2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

Shri Mohammad Sadik Sakirbai Pathan,
Marwadi Ni Chali, Behind Shahi Masjid, Dudheshwar Road,
Ahmedabad (Gujarat) – 380004

....Second Party

Appearance for first parties : None

Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/40/2018-IR (CM-I) dated 01.11.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Shri Mohammad Sadik Sakirbhai Handyman, working at Ahmedabad w.e.f 04.06.2017 is proper, legal and justified? If not, what relief he is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 19.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 546.— औद्योगिक विवाद अधिनियम, 1947 ;1947 का 14ख की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड.** के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ संख्या 154/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.06.2022 को प्राप्त हुआ था।

[सं. एल- 11012/43/2018-आई.आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 546.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 154/2018) of the **Central Government Industrial Tribunal-cum-Labour Court Ahmedabad** as shown in the Annexure, in the industrial dispute between the Management of **Air India Air Transport Service Ltd.** and their workmen, received by the Central Government on **06/06/2022**.

[No. L-11012/43/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer
Dated 12th May, 2022

Reference (CGITA) No. - 154/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099
2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

Shri Ravat Niteshbhai Rambhai,
Shantisaga Ni Chali, Meghaninagar,
Ahmedabad (Gujarat) – 380016

...Second Party

Appearance for first parties : None
Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/43/2018-IR (CM-I) dated 01.11.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Shri Ravat Niteshbhai Rambhai, Handyman, working at Ahmedabad w.e.f 04.06.2017 is proper, legal and justified? If not, what relief he is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 19.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 547.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड.** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय अहमदाबाद,** के पंचाट (संदर्भ संख्या 149/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/38/2018. आई. आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 547.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 149/2018) of the **Central Government Industrial Tribunal-cum-Labour Court Ahmedabad** as shown in the Annexure, in the industrial dispute between the Management of **Air India Air Transport Service Ltd.** and their workmen, received by the Central Government on 06/06/2022.

[No. L-11012/38/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer

Dated 12th May, 2022

Reference (CGITA) No. - 149/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099

2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

Ms. Chaya Avasthi,
26, Mansukhnagar Society, Behind R.H. College,
Bhavsar Hostel, Nava Vadaj,
Ahmedabad (Gujarat) – 380013

...Second Party

Appearance for first parties : None
Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/38/2018-IR (CM-I) dated 01.11.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Ms. Chaya Avasthi, Jr. Customer Agent, working at Ahmedabad w.e.f

05.06.2017 is proper, legal and justified? If not, what relief she is entitled to and from which date and what other directions are necessary in this regard?"

1. The reference was received in this Tribunal on 19.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering "no dispute" between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 548.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड**, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय अहमदाबाद**, के पंचाट (संदर्भ संख्या 148/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/37/2018, आई. आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 548.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 148/2018) of the **Central Government Industrial Tribunal-cum-Labour Court Ahmedabad** as shown in the Annexure, in the industrial dispute between the Management of **Air India Air Transport Service Ltd.** and their workmen, received by the Central Government on 06/06/2022.

[No. L-11012/37/2018- IR (CM-1)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer

Dated 12th May, 2022

Reference (CGITA) No. - 148/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099

2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

Shri Saiyed Sultan,
1317/49, Green Chowk, Dargah Road, Vatva,
Ahmedabad (Gujarat) – 382445

...Second Party

Appearance for first parties : None

Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/37/2018-IR (CM-I) dated 01.11.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Shri Saiyed Sultan, Jr. Customer Agent, working at Ahmedabad w.e.f 05.06.2017 is proper, legal and justified? If not, what relief he is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 19.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 549.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय अहमदाबाद, के पंचाट (संदर्भ संख्या 147/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/36/2018.आई. आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 549.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 147/2018) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the Management of Air India Air Transport Service Ltd. and their workmen, received by the Central Government on 06/06/2022.

[No. L-11012/36/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEPXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer

Dated 12th May, 2022

Reference (CGITA) No. - 147/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099

2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

Shri Karan Santwani,
34, Patel Society, Near Indira Bridge, Hansol,
Ahmedabad (Gujarat) – 380009

...Second Party

Appearance for first parties : None
 Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/36/2018-IR (CM-I) dated 01.11.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Shri Karan Santwani, Sr. Customer Agent, working at Ahmedabad w.e.f 05.06.2017 is proper, legal and justified? If not, what relief he is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 19.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 550.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय **अहमदाबाद**, के पंचाट (संदर्भ संख्या 146/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/30/2018.आई. आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 550.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 146/2018) of the **Central Government Industrial Tribunal-cum-Labour Court Ahmedabad** as shown in the Annexure, in the industrial dispute between the Management of **Air India Air Transport Service Ltd.** and their workmen, received by the Central Government on 06/06/2022.

[No. L-11012/30/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer

Dated 12th May, 2022

Reference (CGITA) No. - 146/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099
2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

V/s

...First Parties

Shri Sanjay Raval,
E7 Payal Plaza, Behind Water Tank,
Hirawadi Road, Sejur Boga,
Ahmedabad (Gujarat) – 380045

...Second Party

Appearance for first parties : None
Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/30/2018-IR (CM-I) dated 31.10.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Shri Sanjay Raval, Handyman, working at Ahmedabad w.e.f 05.06.2017 is proper, legal and justified? If not, what relief he is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 19.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 551.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय अहमदाबाद, के पंचाट (संदर्भ संख्या 115/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/34/2018. आई. आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 551.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 115/2018) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the Management of Air India Air Transport Service Ltd. and their workmen, received by the Central Government on 06/06/2022.

[No. L-11012/34/2018 – IR (CM-D)]

RAJENDER SINGH, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD**

Present: Radha Mohan Chaturvedi, Presiding Officer

Dated 12th May, 2022

Reference (CGITA) No. - 115/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099
2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

Ms. Chandani Bhalodiya,
Orchid B 101, Parshwanath Atlantis Park,
Near Agora Mall, Sughad,
Gandhinagar (Gujarat) - 382424

...Second Party

Appearance for first parties : None
Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/34/2018-IR (CM-I) dated 30.10.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Ms. Chandani Bhalodiya, Sr. Customer Agent, working at Ahmedabad w.e.f 05.06.2017 is proper, legal and justified? If not, what relief she is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 15.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 552.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय अहमदाबाद, के पंचाट (संदर्भ संख्या 96/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/24/2018.आई. आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 552.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 96/2018) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the Management of Air India Air Transport Service Ltd. and their workmen, received by the Central Government on 06/06/2022.

[No. L-11012/24/2018 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer
Dated 12th May, 2022

Reference (CGITA) No. - 96/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai

2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

hri Hasan Mulani,
12/3, New G Ward, Kubernagar,
Ahmedabad (Gujarat) – 380045

...Second Party

Appearance for first parties : None
Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/24/2018-IR (CM-I) dated 26.10.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Shri Hasan Mulani, Handyman, working at Ahmedabad w.e.f 04.06.2017 is proper, legal and justified? If not, what relief he is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 12.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 553.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयर इंडिया एयर ट्रांसपोर्ट सर्विसेज लिमिटेड** के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय **अहमदाबाद**, के पंचाट (संदर्भ संख्या 113/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06/06/2022 को प्राप्त हुआ था।

[सं. एल-11012/32/2018,आई.आर.(सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 553.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 113/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court Ahmedabad** as shown in the Annexure, in the industrial dispute between the Management of **Air India Air Transport Service Ltd.** and their workmen, received by the Central Government on **06/06/2022**.

[No. L-11012/32/2018 – IR (CM-I)]

RAJENDER SINGH Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer

Dated 12th May, 2022

Reference (CGITA) No. - 113/2018

1. M/s Air India Air Transport Services Ltd.,
1st Floor, Transport Workshop Building,
GSD Complex, Sahar, Andheri (East),
Mumbai - 400099

2. The Sr. Asstt. General Manager – GH,
M/s Air India Air Transport Services Ltd.,
SVP International Airport, Terminal 4,
Ahmedabad (Gujarat) – 380003

...First Parties

V/s

Shri Abhi Desai,
C/17, Akshardham, Opp. D-Mart, L.B.S. Road, Bapunagar,
Ahmedabad (Gujarat) – 380045

...Second Party

Appearance for first parties : None

Appearance for second party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-11012/32/2018-IR (CM-I) dated 30.10.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Air India Air Transport Services Ltd., Mumbai in terminating the services of Shri Abhi Desai, Customer Agent, working at Ahmedabad w.e.f 05.06.2017 is proper, legal and justified? If not, what relief he is entitled to and from which date and what other directions are necessary in this regard?”

1. The reference was received in this Tribunal on 15.11.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of

receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.

2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering "no dispute" between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 7 जून, 2022

का.आ. 554.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, **भिलाई स्टील प्लांट ऑफ़ सेल** के कारखानों और स्थापनाओं के नियमित कर्मचारियों को उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट राजपत्र में इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए प्रभावी रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) कारखाना और स्थापना छूट प्राप्त कर्मचारियों के नाम और पदनाम विनिर्दिष्ट करते हुए, कर्मचारियों का एक रजिस्टर रखेगी;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे फायदे प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट प्रदान करने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने और स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रचालन के अध्वधीन था ऐसी विवरणियां, ऐसे प्ररूप में और ऐसी विशिष्टियों से युक्त होगी जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) उक्त अधिनियम की धारा 45 की उप धारा (1) के अधीन निगम द्वारा नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या इस प्रयोजन के लिए निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी-
 - (i) उक्त अधिनियम की धारा 44 की उप धारा (1) के अधीन, उक्त अवधि के लिए प्रस्तुत किसी विवरण में अंतर्विष्ट विशिष्टियों को सत्यापित करने; या
 - (ii) यह अभिनिश्चयन के लिए कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
 - (iii) यह अभिनिश्चयन के लिए कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार है या नहीं; या
 - (iv) यह अभिनिश्चयन के लिए कि उस अवधि के दौरान, जब उक्त कारखाने और स्थापना के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा-

- (क) प्रधान या अत्यवहित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे इस अधिनियम के प्रयोजन के लिए आवश्यक समझता है ; या
 - (ख) ऐसे प्रधान या अत्यवहित नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह कर्मिक के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
 - (ग) प्रधान या अत्यवहित नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
 - (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
 - (ङ) यथास्थिति अन्य शक्तियों का प्रयोग करना ।
- (6) विनिवेश या निगमीकरण के मामले में, प्रदान की गई छूट स्वतः रद्द हो जाएगी और तब नई इकाई को छूट के लिए समुचित सरकार को आवेदन करना होगा ।

[सं. एस-38014/04/2020-एस.एस-1]

मदन चौरसिया, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 554.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of factories and establishments of **Bhilai Steel Plant** of SAIL from the operation of the said Act. The exemption shall be effective for a period of one year from the date of publication of this notification in the Official Gazette.

2. The exemption is subject to the following conditions, namely:-

- (1) the factories and establishments shall maintain a register of the employees specifying the names and designations of the exempted employees';
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory and establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) a Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of—
 - (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory and establishment to be empowered to —

- (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (e) exercise such other powers as may be specified.
- (6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No. S-38014/04/2020-SS-I]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 7 जून, 2022

का.आ. 555.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, **कृषक भारती कोऑपरेटिव लिमिटेड** के कारखानों और स्थापनाओं के नियमित कर्मचारियों को उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट राजपत्र में इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए, प्रभावी रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) कारखाना और स्थापना छूट प्राप्त कर्मचारियों के नाम और पदनाम विनिर्दिष्ट करते हुए, कर्मचारियों का एक रजिस्टर रखेगी;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे फायदे प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट प्रदान करने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने और स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रचालन के अधीन था ऐसी विवरणियां, ऐसे प्ररूप में और ऐसी विशिष्टियों से युक्त होगी जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) उक्त अधिनियम, की धारा 45 की उप धारा (1) के अधीन निगम द्वारा नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या इस प्रयोजन के लिए निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी-
 - (i) उक्त अधिनियम की धारा 44 की उप धारा (1) के अधीन, उक्त अवधि के लिए प्रस्तुत किसी विवरण में अंतर्विष्ट विशिष्टियों को सत्यापित करने; या
 - (ii) यह अभिनिश्चयन के लिए कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या

- (iii) यह अभिनिश्चयन के लिए कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार है या नहीं; या
- (iv) यह अभिनिश्चयन के लिए कि उस अवधि के दौरान, जब उक्त कारखाने और स्थापना के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा-
 - (क) प्रधान या अत्यवहित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे इस अधिनियम के प्रयोजन के लिए आवश्यक समझता है ; या
 - (ख) ऐसे प्रधान या अत्यवहित नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह कार्मिक के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
 - (ग) प्रधान या अत्यवहित नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
 - (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
 - (ङ) यथास्थिति अन्य शक्तियों का प्रयोग करना ।
- (6) विनिवेश या निगमीकरण के मामले में, प्रदान की गई छूट स्वतः रद्द हो जाएगी और तब नई इकाई को छूट के लिए समुचित सरकार को आवेदन करना होगा ।

[सं. एस-38014/07/2020-एस.एस-1]

मदन चौरसिया, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 555.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of factories and establishments of **Krishak Bharti Cooperative Limited** from the operation of the said Act. The exemption shall be effective for a period of one year from the date of publication of this notification in the Official Gazette.

2. The exemption is subject to the following conditions, namely:-

- (1) the factories and establishments shall maintain a register of the employees specifying the names and designations of the exempted employees';
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory and establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such

returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

- (5) a Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of —
- (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory and establishment to be empowered to —
 - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (e) exercise such other powers as may be specified.
- (6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No. S-38014/07/2020-SS-1]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 7 जून, 2022

का.आ. 556.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, **इंडियन फार्मर्स फर्टिलाइज़र कोऑपरेटिव लिमिटेड** के कारखानों और स्थापनाओं के नियमित कर्मचारियों को उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट राजपत्र में इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए प्रभावी रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) कारखाना और स्थापना छूट प्राप्त कर्मचारियों के नाम और पदनाम विनिर्दिष्ट करते हुए, कर्मचारियों का एक रजिस्टर रखेगी;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे फायदे प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट प्रदान करने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने और स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रचालन के अध्यधीन था ऐसी

विवरणियां, ऐसे प्ररूप में और ऐसी विशिष्टियों से युक्त होगी जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;

(5) उक्त अधिनियम की धारा 45 की उप धारा (1) के अधीन निगम द्वारा नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या इस प्रयोजन के लिए निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी-

- (i) उक्त अधिनियम की धारा 44 की उप धारा (1) के अधीन, उक्त अवधि के लिए प्रस्तुत किसी विवरण में अंतर्विष्ट विशिष्टियों को सत्यापित करने; या
- (ii) यह अभिनिश्चयन के लिए कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
- (iii) यह अभिनिश्चयन के लिए कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार है या नहीं; या
- (iv) यह अभिनिश्चयन के लिए कि उस अवधि के दौरान, जब उक्त कारखाने और स्थापना के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा-

- (क) प्रधान या अत्यवहित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे इस अधिनियम के प्रयोजन के लिए आवश्यक समझता है ; या
- (ख) ऐसे प्रधान या अत्यवहित नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह कार्मिक के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या अत्यवहित नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
- (ङ) यथास्थिति अन्य शक्तियों का प्रयोग करना ।

(6) विनिवेश या निगमीकरण के मामले में, प्रदान की गई छूट स्वतः रद्द हो जाएगी और तब नई इकाई को छूट के लिए समुचित सरकार को आवेदन करना होगा ।

[सं. एस-38014/08/2020-एस.एस-1]

मदन चौरसिया, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 556.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of factories and establishments of **Indian Farmers Fertiliser Cooperative Limited** from the operation of the said Act. The exemption shall be effective for a period of one year from the date of publication of this notification in the Official Gazette.

2. **The exemption is subject to the following conditions, namely:-**

- (1) the factories and establishments shall maintain a register of the employees specifying the names and designations of the exempted employees;

- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory and establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) a Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of —
 - (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory and establishment to be empowered to —
 - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (e) exercise such other powers as may be specified.
- (6) In case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No. S-38014/08/2020-SS-I]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 7 जून, 2022

का.आ. 557.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, **ओएनजीसी मैंगलोर पेट्रोकेमिकल्स लिमिटेड** के कारखानों और स्थापनाओं के नियमित कर्मचारियों को उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट राजपत्र में इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए प्रभावी रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) कारखाना और स्थापना छूट प्राप्त कर्मचारियों के नाम और पदनाम विनिर्दिष्ट करते हुए, कर्मचारियों का एक रजिस्टर रखेगी;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे फायदे प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट प्रदान करने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;

- (4) उक्त कारखाने और स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रचालन के अधीन था ऐसी विवरणियां, ऐसे प्ररूप में और ऐसी विशिष्टियों से युक्त होगी जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) उक्त अधिनियम की धारा 45 की उप धारा (1) के अधीन निगम द्वारा नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या इस प्रयोजन के लिए निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी-
- (i) उक्त अधिनियम की धारा 44 की उप धारा (1) के अधीन, उक्त अवधि के लिए प्रस्तुत किसी विवरण में अंतर्विष्ट विशिष्टियों को सत्यापित करने; या
 - (ii) यह अभिनिश्चयन के लिए कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
 - (iii) यह अभिनिश्चयन के लिए कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार है या नहीं; या
 - (iv) यह अभिनिश्चयन के लिए कि उस अवधि के दौरान, जब उक्त कारखाने और स्थापना के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा-
- (क) प्रधान या अत्यवहित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे इस अधिनियम के प्रयोजन के लिए आवश्यक समझता है ; या
 - (ख) ऐसे प्रधान या अत्यवहित नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह कार्मिक के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
 - (ग) प्रधान या अत्यवहित नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
 - (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
 - (ङ) यथास्थिति अन्य शक्तियों का प्रयोग करना ।
- (6) विनिवेश या निगमीकरण के मामले में, प्रदान की गई छूट स्वतः रद्द हो जाएगी और तब नई इकाई को छूट के लिए समुचित सरकार को आवेदन करना होगा ।

[सं. एस-38014/10/2020-एस.एस-1]

मदन चौरसिया, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 557.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of factories and establishments of **ONGC Mangalore Petrochemicals Limited** from the operation of the said Act. The exemption shall be effective for a period of one year from the date of publication of this notification in the Official Gazette.

2. The exemption is subject to the following conditions, namely:-

- (1) the factories and establishments shall maintain a register of the employees specifying the names and designations of the exempted employees';
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory and establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) a Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of —
 - (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory and establishment to be empowered to —
 - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (e) exercise such other powers as may be specified.
- (6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No. S-38014/10/2020-SS-I]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 7 जून, 2022

का.आ. 558.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, **राउरकेला स्टील प्लांट ऑफ़ सेल** के कारखानों और स्थापनाओं के नियमित कर्मचारियों को उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट राजपत्र में इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए प्रभावी रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) कारखाना और स्थापना छूट प्राप्त कर्मचारियों के नाम और पदनाम विनिर्दिष्ट करते हुए, कर्मचारियों का एक रजिस्टर रखेगी;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे फायदे प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट प्रदान करने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने और स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रचालन के अध्यक्षीन था ऐसी विवरणियां, ऐसे प्ररूप में और ऐसी विशिष्टियों से युक्त होगी जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) उक्त अधिनियम, की धारा 45 की उप धारा (1) के अधीन निगम द्वारा नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या इस प्रयोजन के लिए निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी-
 - (i) उक्त अधिनियम की धारा 44 की उप धारा (1) के अधीन, उक्त अवधि के लिए प्रस्तुत किसी विवरण में अंतर्विष्ट विशिष्टियों को सत्यापित करने; या
 - (ii) यह अभिनिश्चयन के लिए कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
 - (iii) यह अभिनिश्चयन के लिए कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार है या नहीं; या
 - (iv) यह अभिनिश्चयन के लिए कि उस अवधि के दौरान, जब उक्त कारखाने और स्थापना के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा-
 - (क) प्रधान या अत्यवहित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे इस अधिनियम के प्रयोजन के लिए आवश्यक समझता है; या
 - (ख) ऐसे प्रधान या अत्यवहित नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह कार्मिक के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
 - (ग) प्रधान या अत्यवहित नियोजक की, उसके अधिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
 - (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ) यथास्थिति अन्य शक्तियों का प्रयोग करना ।

- (6) विनिवेश या निगमीकरण के मामले में, प्रदान की गई छूट स्वतः रद्द हो जाएगी और तब नई इकाई को छूट के लिए समुचित सरकार को आवेदन करना होगा ।

[सं. एस-38014/11/2020-एस एस-1]

मदन चौरसिया, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 558.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of factories and establishments of **Rourkela Steel Plant** of SAIL from the operation of the said Act. The exemption shall be effective for a period of one year from the date of publication of this notification in the Official Gazette.

2. The exemption is subject to the following conditions, namely:-

- (1) the factories and establishments shall maintain a register of the employees specifying the names and designations of the exempted employees';
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory and establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) a Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of —
 - (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory and establishment to be empowered to —
 - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
 - (e) exercise such other powers as may be specified.

(6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No. S-38014/11/2020-SS-I]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 7 जून, 2022

का.आ. 559.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, **एचआईएल (भारत) लिमिटेड** के कारखानों और स्थापनाओं के नियमित कर्मचारियों को उक्त अधिनियम के प्रचालन से छूट प्रदान करती है। यह छूट राजपत्र में इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए प्रभावी रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) कारखाना और स्थापना छूट प्राप्त कर्मचारियों के नाम और पदनाम विनिर्दिष्ट करते हुए, कर्मचारियों का एक रजिस्टर रखेगी;
- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे फायदे प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट प्रदान करने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने और स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रचालन के अध्वधीन था ऐसी विवरणियां, ऐसे प्ररूप में और ऐसी विशिष्टियों से युक्त होगी जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) उक्त अधिनियम की धारा 45 की उप धारा (1) के अधीन निगम द्वारा नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या इस प्रयोजन के लिए निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी-
 - (i) उक्त अधिनियम की धारा 44 की उप धारा (1) के अधीन, उक्त अवधि के लिए प्रस्तुत किसी विवरण में अंतर्विष्ट विशिष्टियों को सत्यापित करने; या
 - (ii) यह अभिनिश्चयन के लिए कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
 - (iii) यह अभिनिश्चयन के लिए कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार है या नहीं; या
 - (iv) यह अभिनिश्चयन के लिए कि उस अवधि के दौरान, जब उक्त कारखाने और स्थापना के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा-
 - (क) प्रधान या अत्यवहित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे इस अधिनियम के प्रयोजन के लिए आवश्यक समझता है ; या
 - (ख) ऐसे प्रधान या अत्यवहित नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह कार्मिक के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

- (ग) प्रधान या अत्यवहित नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
 - (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
 - (ङ) यथास्थिति अन्य शक्तियों का प्रयोग करना।
- (6) विनिवेश या निगमीकरण के मामले में, प्रदान की गई छूट स्वतः रद्द हो जाएगी और तब नई इकाई को छूट के लिए समुचित सरकार को आवेदन करना होगा।

[सं. एस-38014/12/2020-एस.एस-1]

मदन चौरसिया, अवर सचिव

New Delhi, the 7th June, 2022

S.O. 559.—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of factories and establishments of **HIL (India) Limited** from the operation of the said Act. The exemption shall be effective for a period of one year from the date of publication of this notification in the Official Gazette.

2. The exemption is subject to the following conditions, namely:-

- (1) the factories and establishments shall maintain a register of the employees specifying the names and designations of the exempted employees;
- (2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;
- (3) the contribution for the exempted period, if already paid, shall not be refundable;
- (4) the employer of the said factory and establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) a Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of—
 - (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory and establishment to be empowered to—
 - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or

- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
- (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises; or
- (e) exercise such other powers as may be specified.

(6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and then the new entity may apply to the appropriate Government for exemption.

[No. S-38014/12/2020-SS-I)]

MADAN CHAURASIA, Under Secy.

नई दिल्ली, 8 जून, 2022

का.आ. 560.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ब्रिटिश एयरवेज के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय नंबर 2, नई दिल्ली के पंचाट (संदर्भ संख्या 87/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08/06/2022 को प्राप्त हुआ था।

[सं. एल-20013/01/2022-आई. आर. (सीएम-1)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 8th June, 2022

S.O. 560.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 87/2014**) of the **Central Government Industrial Tribunal-cum-Labour Court No 2, New Delhi** as shown in the Annexure, in the industrial dispute between the Management of **British Airways**, and their workmen, received by the Central Government on 08/06/2022.

[No. L-20013/01/2022 – IR (CM-I)]

RAJENDER SINGH, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 87/2014

Date of Passing Award- 31.05.2022

Between:

Ms. Sandhya Jolly,
W/o Shri Sharad Jolly,
R/o C-30, Hauz Khas,
New Delhi-110016

....Workman

Versus

The Management of British Airways,
DLF Plaza Towers,
DLF City Phase-I Gurgaon,
Haryana 122002

.... Management

Appearances:-

Shri S.A Sebastian (A/R)

.... For the claimant

Shri Sanjay Rawat (A/R)

...For the Management

AWARD

This is a claim filed by the claimant invoking the provisions of section 2A of the Industrial Dispute Act 1947 wherein the action of the management in terminating her service illegally has been challenged. Prayer has been made for reinstatement into service with continuity, full back wages and other consequential benefits. Notice of the dispute being served the management appeared and participated.

As stated in the claim petition the claimant Sandhya Jolly was appointed in the Delhi Office of British Airways as an accounts clerk on 26.04.1996. That post was in Grade B of the Cadre. Subsequently she was promoted to the post of account Supervisor in Grade S1 and again as Accounting Team Leader and finance analyst in Grade S3. In the year 2009 the British Airways an organization engaged in the business of Transportation and Cargo through Air service announced finance reorganization and the said change being implemented worldwide all affected business management team members were asked to reapply for new roles that had evolved due to this global reorganization. As per that agreed British Airways redeployment process the affected staff had the option of applying for new roles or to opt for the VSS Scheme. When the vacant position in the workman's Grade S3 was advertised the claimant was asked to reapply and prove her merit in the selection process. But she was not selected and offered with the proposal of VSS. But the claimant did not accept the same and after repeated meetings held the claimant took up a vacant role of Finance Assistant. No grade protection was allowed to her and she was advised to apply as and when a position in Grade S3 would be advertised. Since, 01.01.2010 the claimant continued to work as the Finance Assistant i.e till her job was illegally terminated. While the matter stood thus on 11.04.2014 Mr. Sandeep Rai the manager to whom the claimant was reporting invited the entire finance team including the claimant for a meeting. The meeting was joined by Mr. Sanjay Soni the manager HR who in the said meeting announced about the reorganization of South Asia Finance Team on the basis of 2011 BA-Iberia merger and formation of International Airlines Group (IAG). The claimant and others were made to understand that the reorganization is meant to achieve efficiency, synergies and integration etc. Mr. Soni also informed that after formation of IAG there was an urgent need of setting up a world class finance hub and as a consequence to the change all transactional financial processing work has been outsourced to Accenture Chennai and only the high value added work is to be done within the BA Finance Organization. The new South Asia Finance Team Structure was displayed on the screen for few minutes but never shared or published for the information of the workman and her co-employees. On the same day at 11.30A.M the claimant was invited for a discussion where some concern was expressed by the claimant with regard to the presence of Ms. Ritika Luthra a stranger. This annoyed Mr. Sanjay Soni who compelled the claimant to give a statement to the effect that she insisted for Ms. Ritika Luthra to leave the room. This was not acceptable to the claimant. In the said meeting the claimant was informed that for the reorganization of the finance team the impacted surplus employees have to apply for redeployment and it was also informed that 17th April will be the last day for submission of Role Preference Form and the selection process will be held on 22nd /23rd April. The claimant raised concern and about the interaction made during the meeting held on 11/04/14 and sent an email requesting for the information regarding the redeployment process, the vague redeployment form given which lacks clarity with regard to job requirement and benefit etc. on account of the said email on 17.04.2014 the claimant was called by Mr. Sandeep Rai, her manager for a one to one discussion and verbal meeting. In the said meeting the claimant again insisted and requested the information on the Finance Reorganization Pack. Mr. Sandeep Rai instead of answering the query of the claimant replied that she should trust the management. This prompted the workman not to apply for the newly created position of Finance Executive in Grade LM for want of clarity. On 22.04.2014 and 23.04.2014 interview was conducted in respect of the members of the finance team who had applied for the new position of finance executive in LM Grade. On 23.04.2014 at 4.40P.M when the claimant was in her desk she was called and guided by Mr. Sandeep Rai to the meeting room for an urgent meeting called by Mr. Sanjay Soni the HR Manager. With lots of hesitation the claimant went to the meeting room where Mr. Soni served her with a termination notice with immediate effect based on the Global Company arrangement of BA and IAG and the BA Finance India Organization. Thus, the service of the workman was illegally terminated w.e.f 24.04.2014 and the letter of termination was served on her via courier and speed post. In the termination letter it was mentioned that the entire transactional accounting, reconciliation payment and accounting functions being transferred to Accenture and due to non availability of any other opportunity in BA for such restructuring the service of the workman stands terminated w.e.f 24.04.2014. Thereafter an amount of Rs. 1815967/- was credited to her salary account. The claimant received the same under protest and without prejudice sent a cheque of Rs. 10207/-

towards two days excess salary credited to her account. Subsequent thereto another Rs. 10,00,000/- was also credited to her account towards gratuity and the claimant by writing a letter dated 21.05.2014 protested the same. The claimant being aggrieved by the illegal termination of her permanent employment raised a dispute before the conciliation officer. But for the adamant and non cooperative attitude of the management the conciliation failed and she was advised to approach the Tribunal. Accordingly she has filed the present claim petition.

In the claim petition she has denied about the restructuring or reorganization in British Airways as stated in the termination letter. It has also been stated that she has been made a victim of hostile discrimination as no other employee of the finance department of British Airways in India was terminated. It is also stated that the work in Finance Department has not been sourced out as mentioned in the termination letter and the job performed by her was of perennial nature and the said post has been given a different nomenclature and a new LM Grade with a view to take out the employees from the category of workman defined in section 2(S) of the ID Act. It has also been stated that her termination of service on account of the alleged reorganization is violative of BA's Policy including the redeployment process which provides that the affected employees who are not fit to handle the job in the new position would be provided necessary training and the persons who cannot be redeployed at that instance will be given an option for any other post under the BA Business Response Scheme. She has further stated that the termination of her service is in violation of section 33(4) of the Industrial Dispute Act as she was on the date of her termination was a protected workman being the working President of the Federation of British Airways Employees Union. At the time of her termination the management least bothered to publish the seniority list of the employees and victimized her for the legitimate trade union activities undertaken in the capacity of the working president of the federation. Thus, the claimant has described the action of the management in terminating her service as illegal discriminatory and contrary to the provision of Id Act amounting to unfair labour practice and thereby she has prayed for an award declaring the termination illegal with the relief of reinstatement continuity of service, full back wages and all other consequential service benefits.

The management British Airways entered appearance and filed written statement denying and challenging the claim advanced by the claimant workman. The stand taken in the WS is that the British Airways is an international carrier which encountered huge loss on account of the Global Economic slowdown, weaker consumer confidence and high oil price. This impacted the revenue flow and the survival of the company was at stake. Several initiatives were taken to reorganize and restructure its business in the year 2008-2009. As a consequence thereof in the year 2010 alongwith other restructuring measures the BA joined International Airlines Group (IAG) which was constituted as the parent company. There was a need to restructure and ensure that IAG has synergies and scalable finance platform. Accordingly a global decision was taken to engage some expert body to handle the Transactional Finance Activities of the entire IAG Group including BA. It was also decided to move away from individual transactional finance function and transfer it to a single entity. The British Airways thus decided to transfer the transactional accounting and reconciliation payments to an organization having essential credential and expertise in the matter. Accordingly the entire above said work was transferred to Accenture a global leader in providing consultancy, technology and shared service expertise to its client. This restructuring was rolled out in several offices of BA across UK, Europe and Asia including the South Asia Region to which the business in India falls. The work with Accenture commenced w.e.f 27th April 2014. As a result of such transfer of transactional accounting and reconciliation payment and finance payable work to Accenture the service of 10 number of employees in the finance department was not required. This situation occurred for the transfer of undertaking envisaged u/s 25FF of the Industrial Dispute Act 1947 and no illegality was ever committed while terminating the service of the claimant. It has also been stated that as a progressive employer the management has a redeployment policy and under this policy the serving employees are free to apply for redeployment whenever a vacancy exists in a particular department. The employees who wish to seek alternate carrier opportunity in BA and the employees whose services are coming to an end in their department are free to offer their candidature for the vacant positions. The 10 impacted employees were conveyed about the redeployment selection process with respect to the posts available. At that time there were 6 LM Grade post vacant and those posts were in a higher grade then the grade held by the 10 affected employees. Out of the 6, 2 posts of such LM Grade were already filled and the 10 impacted employees were called upon to apply and participate in the redeployment process. Though all of the said impacted employees submitted the form and agreed to participate the claimant refused to participate despite repeated request. The selection procedure was taken up and 4 out of the 9 impacted employees were appointed to the new posts available in LM Grade. When the claimant refuse to participate in the redeployment exercise, on 17th April, and 21st April 2014 several email correspondences were made with her in which the time period for submission of the application was enlarged. Despite that the claimant refused to participate. The management thus had no other option than terminating the service of the claimant w.e.f 24th April 2014. While doing so

the provisions of Id Act were strictly complied and the claimant was paid 3 weeks salary for each completed year of service in addition to one month pay in lieu of notice which was in a higher side than the retrenchment compensation payable under law. She was also paid Rs. 10,00,000/- towards gratuity and the claimant accepted the same. Thus, the management has stated that no unfair labour practice was adopted nor any hostile discrimination was meted out to the claimant. The claim advanced by her is baseless and liable to be rejected.

The claimant filed rejoinder saying that the termination of her service cannot fall under the scope of section 25FF of the Id Act in as much as the transfer of transactional accounting and reconciliation payments work to Accenture does not amount to transfer of undertaking. The finance is a service department of BA and transfer of a part of the work of that department to Accenture cannot be construed as the transfer of undertaking mentioned in section 25FF. It has also been stated that in the year 2008-2009 there was never any restructuring but only a transfer of business from one place to another between BA Offices. Similarly in the year 2014 there was no reorganization or restructuring of finance. It was merely a sourcing out of the perennial work done with a view to reduce the no. of work force. While disputing the cadre of the post offered to she has stated that there is no such LM Grade post in the binding settlement between the BA employees union and BA. No pay scale or nature of duty for the said LM Grade Post was ever announced. When it was announced that for the outsourcing the service of 10 employees in the finance department is not required, no seniority list was published. The work performed by the claimant was perennial in nature and as such the post held by her cannot be abolished. During the so called redeployment procedure the BA violated its own policy and the workman was never given any option besides the 4 LM Posts in finance for which the requisite details were never shared. No notice was given to the workman to exercise her option as per BA redeployment policy. The management opened only 4 LM Grade vacancies when there were 10 affected employees. It was within the knowledge of the claimant that the LM Grade is an unrecognized grade outside the purview of the scale/cadre/category of the workman to which she belongs to. The salary details and other connected benefits were never shared by the management despite request made by her verbally and through email. The management had created pressure on her to opt for the redeployment to that post and participate in the selection procedure keeping her in dark about the job profile salary etc attached to the post. She was only called upon to fill up the form which was cryptic for having only 2 options accepted or not accepted. The workman had every reason to entertain doubt on the action of the management and intimated that she would prefer to continue in her current post. But the management without considering her submission immediately terminated her service w.e.f 24th April 2014 in gross violation of different provisions of Id Act. In the replication the claimant has also stated that the work handled by the workman continues to be performed by the other BA staff till date in the BA finance department. Hence, the claimant has stated that she was not a surplus staff to be redeployed and in that regard unfair labour practice has been adopted by the management.

On these rival pleadings the following issues are framed for adjudication.

ISSUES

1. Whether the termination of the claimant /workman is illegal and unjustified? If so its effect?
2. Whether the claim statement is maintainable if so its effect?
3. To what relief the claimant/workman is entitled to.

During the hearing both claimant and the management had filed applications u/s 11(3) of the Id Act seeking a direction from their adversary for production of documents. Both the petitions were disposed of after hearing the objection and by giving liberty to the applicant for filing secondary evidence.

The claimant testified as the WW1 and filed a series of document which have been marked as WW1/1 to WW1/21 and some papers marked as P1 to P9. The documents filed by the claimant workman include her initial appointment letter as Accounts Clerk and the subsequent appointment letter dated 12.01.2010 appointing her as a Finance Assistant the letter of confirmation, the contract of appointment dated 12.01.2010 under which she qualifies to be a workman the document relating to organizational hierarchy the memorandum of settlement between the management and the union the memorandum of settlement between the management and the federation the service termination letter dated 23.04.2014. One email dated 09.04.2014 evidencing that the entire work done by the claimant was not transferred to Accenture. Several email communications made between the claimant and her manager Sandeep Rai have been filed and marked as exhibit WW1/14 to WW1/18.

Similarly the management examined the Regional Finance Manager British Airways Mr. Sandeep Rai as MW1 who also proved several documents marked as M1 to M17. These documents are the redeployment role Preference form to be filled by the affected employees, the emails written to the individual

affected employees thanking them for their confirmation to participate in the selection process, several emails written to the claimant on 17.04.2014 and reply to her email and emails extending the time line for submission of the role preference and self assessment form etc. One Sumer Adlakha the Customer Service Manager of BA testified as MW2. All the witnesses were cross examined thoroughly by their adversaries.

At the outset of the argument the Ld. A/R for the claimant by pointing out to Para 6 of the claim statement submitted that the claimant in the year 1996 was appointed as an accounts clerk. Though, she had got two promotions before 2010, in the year 2010 she was reappointed in the post of accounts clerk and appointment agreement to that effect was signed. Thus, it is stated that the claimant discharging the function of account clerk and having no power of a manager or supervisor is a workman coming under the definition 2S of the ID Act and the objection of the management with regard to the maintainability of the claim petition on that ground alone is liable to be rejected. He also argued that the case of the claimant is an example of hostile discrimination and unfair labour practice meted by a mighty employer to the poor workman. The claimant was never served with the notice required u/s 9A of the Id Act. She has been made a victim of termination citing that the termination falls under the scope of section 25FF of the Act which is illegal. On the other hand the Ld. A/R for the management submitted that the claimant in Para 4 of her evidence has admitted that she was discharging the supervisory nature of work and thus cannot be termed as a workman u/s 2 (S) of the Id Act. Moreover, when no issue has been framed to adjudicate on the consequence of non compliance of section 9A the claimant cannot take a plea in that respect. He also argued that the burden is always on the claimant to prove the maintainability of the claim and the issue regarding non compliance of section 9A having not been raised in the claim the same cannot be entertained. He also argued that in terms of section 10 of ID Act the scope of the reference cannot be enlarged. He also argued that the workman was paid all the termination benefit and the same having been accepted the claimant cannot dispute the termination at this stage. By drawing the attention to the photocopy of the LinkedIn profile of the claimant marked as WW1/M1 he submitted that the claimant since described herself in the LinkedIn profile as a Finance Analyst and an accounting team leader she cannot take a back foot now to describe herself as a workman. He also argued that the claimant has concealed about her gainful employment which were brought out during cross examination. With regard to the claim of the claimant as a protected workman he submitted that as per the document marked as WW1/18 this letter was drafted on 18th April 2014 and received by the management on 22nd April 2014. Thus, there was no need of replying to the said letter or order of recognition. He also argued that this letter of the union for recognition of the protected workman need to be recognized within 15 days failing which it will be deemed to have been rejected. Drawing attention to the Rule 61 (2) he argued that the said correspondence since received on 22nd April 2014 just before one day of the termination, the management cannot be found with fault for terminating the service of the protected workman when the industrial dispute was pending. To support his argument he has relied upon the judgment of the Hon'ble Apex Court in the case of **P H Kalyani vs. Air France Calcutta (1964) 2SCR 104** wherein it has been held that when the name of the protected workman of the Union was communicated to the management and the later replied to that letter pointing out certain defects it cannot be held that the recognition of protected workman was granted. He thereby submitted that the claimant is not entitled to the benefit of a protected workman as the proposal for recognition was not accepted on the date of termination.

In the reply argument the Ld. Counsel for the workman submitted that at the time of alleged termination the claimant was working as the Accounts Assistant and a mere description made in the LinkedIn profile cannot upgrade him to the post of supervisor when no concrete evidence about the nature of work done has been adduced by the management. When the management is the custodian of all the documents and claims that the claimant was discharging a supervisory nature of work the same should have been proved by the management. The Ld. A/R for the claimant focused his argument to the points that the notice u/s 9A was never served in a clear violation of the mandatory provisions of law for which no formal issue need to be framed. He also argued that the claimant was kept in dark in respect of the redeployment procedure and her service was illegally terminated citing that the same was required for the transfer of undertaking in terms of section 25FF of the Id Act.

FINDING

ISSUE NO.2

In the preliminary objection the management has disputed the maintainability of the claim on the ground that the claimant is not a workman u/s 2(S) of the ID Act. By refereeing to Para 6 of the claim statement wherein the claimant has described herself according to her position and the functions discharged by her in the said post w.e.f 01.01.2010 the Ld. A/R for the management submitted that the claimant being engaged in the work of leading the teams through the finance audit and imparting training, her nature of work was supervisory and she cannot be termed as a workman. The responsibility and functions discharged by her

gives insight of the managerial and supervisory function and as such she is not a workman. To support his contention he has relied upon the judgment of **Aeroflot Russian Airlines vs. Mohan Kumar Sharma and another decided by the Hon'ble High Court of Delhi in WPC 5289 of 2010** wherein it has been held that mere filing of affidavit by the claimant describing him as a workman cannot be regarded as sufficient evidence for any court or tribunal to come to a conclusion that the respondent no. 1 is a workman. He thereby submitted that in this case except the oral evidence and the affidavit filed by the claimant there is no other evidence to presume that the claimant is a workman and the claim petition is maintainable. The Ld. A/R for the claimant on the contrary argued that the appellant is a workman within the meaning of the expression workman given u/s 2(S) of the Id Act and argued that in addition to her primary work as the finance Assistant if the workman is sometimes asked to discharge the function of imparting training or leading a team during the audit the same will not upgrade his status. In order to cease to be a workman he should have performed exclusively supervisory or managerial duty. Citing the judgment of **Arkal Govind Raj Rao vs. Cevageigy of India Limited reported in 1985 AIR 985** he submitted that the nature of the primary work done is to be considered. The test to be employed is what was the primary basic or dominant nature of the duty discharged by the claimant. A few extra duties would hardly be relevant to determine his status. The Ld. A/R for the claimant has also placed reliance in the case of **Shri S.K Maini vs. Carona Sahu Company Limited and others reported in JT1994(3)SC151** and submitted that when an employee is employed to do a particular type of work enumerated in the definition of the workman u/s 2(S) of the Id Act there is hardly any scope treating him otherwise.

In the case of **Burmah Shell Oil Storage and Distribution Company vs. Burmah shell Management of staff association (1970) IILLJ590** the Hon'ble Supreme Court have held that the word supervise and its derivatives are not the words of precise import. The determinative factor is the main duty of the concerned employee and not some works incidentally done. In this case no evidence has been adduced by the management to show that the claimant was discharging any supervisory or managerial nature of work. Her own description in the LinkedIn profile will not upgrade her to the post of Manager or supervisor or a team leader as it is beyond acceptance that the same would prompt the management to assign a higher designation or higher salary to her. Hence, it is concluded that the claimant is a workman and the claim petition is maintainable. This issue is accordingly answered.

ISSUE No.1 and 3

These two issues being interdependent have been taken up for consideration together. The claimant has challenged the action of the management as illegal and arbitrary on the grounds that she is a protected workman and the management in gross violation of section 33(4) shouldn't have terminated her service. It has also been pleaded and argued that the claimant was not a surplus staff to be redeployed and the outsourcing of the transactional financial processing to Accenture was only a high value added work and not a transfer of undertaking falling under the ambit of Sec 25FF of the Id Act. The other challenge is that if at all the management thought of restructuring of the business resulting in retrenchment of the workman a notice u/s 9A of the Id Act should have been served by the employer on the employee as the same amounts to change in condition of service. This stand of the claimant has been vehemently opposed by the management on the ground that no issue in this regard has been framed and moreover, the management has a prerogative of restructuring its business which will never amount to change in service condition of the employee making it mandatory to serve a notice u/s 9A of the Id Act. Whereas the Ld. A/R for the claimant relied upon the judgment of the Hon'ble Apex Court in the case of **Lokmat Newspapers Pvt. Ltd. vs. Shankar Prasad reported in (1999) 6SCC 275** wherein it was held that "*Rationalization which was introduced had therefore two effects first that some workers would become surplus and would face discharge and secondly, the other workmen would have to carry more workload. The introduction of the rationalization scheme was therefore clearly an alteration of conditions of service to the prejudice of the workmen*". It has also been held that "*it became obvious that if the proposed scheme of rationalization has a likelihood of rendering existing workman surplus and liable to retrenchment then item No.10 schedule IV would squarely get attracted and would require as a condition precedent to introduction of such a scheme a notice to be issued under section 9A by the management.*" The counter argument by the management is that the action would not amount to retrenchment but transfer of undertaking requiring payment of compensation u/s 25FF of the ID Act which was complied by the management. No notice u/s 9A of the Act was required. But this submission and stand of the management is not accepted since, the oral evidence adduced by the claimant and the management witness so also documents which is the letter of termination filed by the claimant clearly shows that as a consequence of finance team reorganization announcement in South Asia Region in 2014 all transactional financial processing work was only outsourced to Accenture which can never be accepted as a transfer of undertaking for which compensation is payable. The judgment of **Marco Polo and Co. vs. Marco Polo and Co. employees union** relied upon by the management is not applicable as distinguishable on facts. For the

view taken by the Hon'ble Apex Court in the case of **Lokmat Newspaper** referred supra it is held that the restructuring since had the impact of rendering the existing workman surplus compliance of the provision of section 9A of the Id Act was mandatory and the management in this case had failed to comply the same. The objection of the Ld. Counsel for the management that no issue to that effect since has been framed no adjudication on the same cannot be held is not acceptable since, this is purely a question of law and framing of issue is not necessary and the same can be decided as incidental to the main issue and dispute.

The other stand of the claimant is that the action of the management in terminating the service of the claimant is in violation of section 33(3) and section 25(F)(G)(H) of the Id Act. She has described herself as protected workman which has been strongly denied by the management. Besides the oral evidence the workman has filed a documents which has been marked as WW1/18. This is a letter written by the British Airways Employees Union on 18th April 2014 to the management mentioning the name and designation of the nominated protected workmen. This document has been challenged by the management on the ground that the said letter correspondence was made on 18th April 2014 when the restructuring and reorganization plan of the finance department was announced and it was made known to the claimant that she is one among the 10 impacted employees. The other challenge is that under Rule 61 of the Industrial Dispute Central Rules 1957 every registered Trade Union shall communicate to the employer before 30th April every year the names and addresses of the persons to be recognized as protected workman and the management shall within 15 days of receipt shall communicate to the union in writing the list of workmen recognized as protected workman. The Ld. Counsel for the management thus argued that mere receipt of the letter sent by the union two days before claimant's termination will not designate her as a protected workman. In order to avail the privilege she has to show that in the year 2013 she was declared as a protected workman which was valid till 30th April 2014. There being no other evidence except exhibit WW1/18 it is held that the claimant was not a protected workman on the date of termination of her service.

The other grievance of the claimant is that she was the senior most employee from among the 10 employees impacted for the outsourcing. But before termination of her service no seniority list was displayed by the management. It has also be asserted that the post in which she was discharging the work of perennial nature and after her termination one Mr. Atul Sarin is performing the same job. She has also stated that the entire work done by her has not been transferred to Accenture. This evidence of the claimant has no way been rebutted by the management.

Now the question comes whether the claimant was offered the avenues of redeployment. In the WS and by examining two persons of the management as witnesses the management has asserted to prove that outsourcing of the work to Accenture is a part of reorganization and that being a prerogative of the management the redeployment of the surplus staff was expedient. The 10 surplus staff including the claimant were called upon to participate in the process in accordance to the redeployment policy of the management. Whereas other impacted employees participated and four of them were reemployed in different positions within the management the claimant opted out of the same though several correspondences in this regard were made with her. The case of the claimant is that the appellants plea of reorganization is not genuine nor the statement with regard to surplus staff. But the admitted facts are that on 11.04.2014 Mr. Sandeep Rai MW1 had invited the finance team including the workman for a meeting which was joined by the HR Manager. In the said meeting the proposal of finance team reorganization was announced. It was informed that as a consequence of this change all transactional financial processing work will be outsourced to Accenture w.e.f 27.04.2014. The impacted employees were called to submit the Roll Preference Form on or before 17th April and it was also informed that the selection process will be held and the result will be published on 22nd -23rd April. It is also admitted by both the parties and the witness examined by the management that on 17.04.2014 the claimant had a verbal meeting with MW1 where she raised objection about the recognized cadre LM Level posts for which they were asked to submit the form for redeployment. Despite repeated demand the manager refused to give concrete answer and insisted that she should trust the management. The claimant during her examination has filed the copies of the email communication between her and the manager Sandeep Rai. Sandeep Rai during his examination as MW1 has countered the statement of the claimant that she was not properly informed about the vacancy position and the benefits attached to the same. MW1 has filed the copy of the redeployment role preference form exhibited as MW1/2. During his examination the witness has stated that during the meeting held between him and the claimant on 17.04.2014 it was explained to the claimant that the salary structure of the grade of the new assignment has already been explained to her including what would be her salary on the event, she is successful in the selection process. The witness has also stated that the claimant was informed that the salary is an individual variant and never published for such roles. The witness has filed and exhibited the emails communicated between him and the claimant on 17.04.2014 and 21.04.2014. On the basis of this oral and documentary evidence the Ld. A/R for the management argued that the claimant was called upon to submit the form by 4.00 P.M of 17.04.2014

which was extended from time to time specially for the claimant Upto 10.00 A.M of 21.04.2014. On that day another reminder email was also sent to her at 11.00 A.M. But the claimant remained adamant and did not submit the form complete in all respect which forced the management to select the successful candidate leading to termination of the service of the claimant as a surplus employee on account of reorganization.

The preference form marked as exhibit WW1/2 supports the stand of the claimant that she was only called upon to tick either column expressing her wish to apply or not to apply for the new role. The form never disclosed the job requirement, job responsibility the salary package and other benefits attached to the role. Hence, she raised objection and demanded the detail information. The email communication between the manager Sandeep Rai (MW1) and the claimant marked in a series of MW1/3 to MW1/17 nowhere shows that the detail information sought by the claimant was made available to her. Not only that during this proceeding the management has not produced the evidence with regard to the deployment policy, the duties and benefits attached to the LM Grade Post offered to the claimant. Even though the claimant had called for the said documents the management disputed the same as a result of which liberty was granted to the claimant for adducing secondary evidence. But obviously the documents being in the possession of the management the claimant has not adduced secondary evidence. Thus, from the totality of this evidence it is evidently clear that the claimant was kept in darkness with regard to the job profile of the job offered to her and the benefits attached thereto.

It is a settled position that there cannot be a selection process without letting the aspirants know the prospects and the benefits of the post to be considered. Unless the same is made available to the aspirants/candidate he cannot take an informed decision which is his legal right. As it is important for the employer to determine and decide the relevancy and suitability of the candidate, in the same manner the candidate has a right to obtain material information with regard to the post he is to compete. Unless the candidate is informed about the same before he opts to participate it cannot be said that the selection procedure was undertaken with fairness and transparency. In this case the action of the management in not disclosing the details about the job in LM Grade which the claimant disputes as a post outside the recognized grade the only oral evidence to the effect that it is a higher grade post than held by the claimant will not suffice. In this aspect alone it can be safely concluded that the claimant was intentionally kept out of the selection process by not informing her about the details of the job profile for which the selection was to be undertaken and ultimately her service was terminated. In view of the evidence adduced it is also observed that while terminating the service of the claimant no notice u/s 9A of the Id Act was served and the provisions of section 25F, G and H were not complied which makes the termination of the service illegal and the stand of the management that the termination of service falls within the ambit of section 25FF is not accepted.

Now it is to be adjudicated as to what relief the claimant/workman is entitled to. During course of argument the Ld. A/R for the management submitted that during cross examination the claimant has admitted about her gainful employment as a designated partner of Soul Entertainment LLP. Hence her claim for reinstatement back wages is not tenable. Be it's stated here that the management has not pleaded about the gainful employment of the claimant. But by relying upon the judgment of **Managing Director, Balasaheb Desai Sahakari S.K Ltd. vs. Kashinath Ganapati Kambale, (2009)2SCC 288** and **Kendriya Vidyalaya Sangathan and another vs. S. C Sharma, (2005) 2 SCC 363** the Ld. A/R for the management argued that when the question of determining the entitlement of a person to back wages comes up, the employee has to show that he was not gainfully employed. The initial burden is on him. When he places material in this regard, the employer can bring on record the materials to rebutt the claim. In the instant case the claimant has not placed any material on record in that regard. On the contrary she has admitted herself to be a designated partner of Sole Entertainment LLP. Thus, for having no vacancy in the management he is neither entitled to reinstatement nor the back wages.

But the Hon'ble Supreme Court in a later judgment i.e. **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidyalaya (2013)10SCC324** have held that:-

“Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies

on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments”.

It is thus, a settled legal position that the workman when claims reinstatement or back wages the employer has to plead and prove by way of positive averments about the gainful employment of the claimant/employee. In this case the management has miserably failed to do so. It is worth mentioning that mere pleading or laying some evidence about the gainful employment will not deprive the claimant of the benefits unless it is proved that the benefit if at all the claimant is gaining from an employment post his illegal termination is at par or more than the income he was having prior to his termination.

Thus, after hearing the argument and on perusal of the pleading and evidence it is held that the claimant for the wrongful termination of service is entitled to reinstatement with continuity of service and back wages as the evidence on record clearly proves that the nature of work discharged by the claimant was perennial and the work done by her then are being discharged by some other employees in the finance department of the management which again leads to a conclusion that there is a vacancy in which the workman can be reinstated. Both the issues are accordingly answered in favour of the claimant/workman. Hence, ordered.

ORDER

The claim be and the same is answered in favour of the claimant. It is held that the service of the claimant was unjustifiably and illegally terminated. She is held entitled to reinstatement in service with continuity and full back wages alongwith all consequential benefits thereof from the date of termination. The management is directed to reinstate her into service within 3 months from the date of publication of this award and settle her financial benefits within 2 months from the date of reinstatement failing which the amount accrued shall carry interest @ 6% per annum from the date of illegal termination and till the final payment is made. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer